1		BELLSOUTH TELECOMMUNICATIONS, INC.
2		REBUTTAL TESTIMONY OF JERRY D. HENDRIX
3		BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4		DOCKET NO. 001305-TP
5		August 15, 2001
6		
7		
8	Q.	PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
9		BELLSOUTH TELECOMMUNICATIONS, INC. (HEREINAFTER
10		REFERRED TO AS "BELLSOUTH" OR "THE COMPANY").
11		
12	A.	My name is Jerry D. Hendrix. I am employed by BellSouth
13		Telecommunications, Inc. as Executive Director – Customer Markets
14		Wholesale Pricing Operations. My business address is 675 West
15		Peachtree Street, Atlanta, Georgia 30375.
16		
17	Q.	ARE YOU THE SAME JERRY D. HENDRIX WHO FILED DIRECT
18		TESTIMONY IN THIS PROCEEDING?
19		
20	A.	Yes.
21		
22	Q.	WHAT IS THE PURPOSE OF YOUR TESTIMONY?
23		
24	A.	The purpose of my testimony is to address several issues and
25		allegations that were raised in the direct testimony of Mr. Olukayode A.

1	Ramos of Supra Telecommunications and Information Systems, Inc.
2	(hereinafter "Supra"). These issues are:
3	
4	• Mr. Ramos' assertion that it is unable to compete in the local market
5	place due to BellSouth's "non-compliance, non-cooperation, and
6	litigation tactics" behavior (Pages 7 through 10)
7	• Mr. Ramos' overview of the Relationship between the Parties
8	(Pages 11 through 15)
9	• Supra's allegation of BellSouth's willful and intentional Bad Faith
10	Negotiation Tactics (*Issue A*)
11	• Mr. Ramos' accusation that BellSouth refused to allow Supra to
12	adopt certain provisions from the Mpower Interconnection
13	Agreement (*Issue 17*)
14	
15	Q. HOW IS YOUR TESTIMONY STRUCTURED?
16	
17	A. After briefly discussing the relationship between the Parites, I will
18	address the two specific issues that Mr. Ramos attempted to address in
19	this proceeding. These were *Issue A* and *Issue 17*. I will then refute
20	the allegations in Mr. Ramos' direct testimony. These inflammatory
21	and false allegations do not relate directly to the issues to be resolved
22	in this proceeding. Nevertheless, because of the seriousness of these
23	allegations, BellSouth must address these false claims. Therefore, I
24	have devoted a separate section of my testimony to rebutting these
25	false allegations and providing the accurate history of the negotiations.

1   **General Overview of the Relationship between the Parties**

2   Q.   BEGINNING ON PAGE 11, LINE 19 AND CONTINUING ON PAGE 12,

3   LINE 8, MR. RAMOS IMPLIES THAT THE RELATIONSHIP BETWEEN

4   SUPRA AND BELLSOUTH HAS BEEN VERY LITIGIOUS AND

5   DIFFICULT. WOULD YOU AGREE?

6

7   A.   Yes. I would agree that the Parties' relationship has been very litigious

8   and difficult.

9

10   Q.   SUPRA IMPLIES THAT BELLSOUTH HAS ACTED IN BAD FAITH

11   THROUGHOUT ITS RELATIONSHIP WITH SUPRA AND OFFERS A

12   RECENT RULING BEFORE A CPR INSTITUTE ARBITRAL TRIBUNAL

13   AS PROOF. WOULD YOU CARE TO COMMENT?

14

15   A.   Certainly. What Mr. Ramos is referring to are two commercial

16   arbitration proceedings that took place earlier this year. These

17   proceedings were before three non-telecommunications attorneys who

18   are members of the CPR Institute. The issues and the findings in these

19   arbitrations related solely to very **specific** issues in the **existing**

20   Interconnection Agreement between BellSouth and Supra.

21

22   Significantly, nothing in these two proceedings had or has anything to

23   do with the issues that have been raised in this docket. The purpose of

24   this docket is to rule on specific issues that have been raised by the

25   Commission, BellSouth, and Supra, as they relate to the terms and

1   conditions that will be included in the follow-on Agreement. Supra has

2   merely raised the Tribunal's findings in an attempt to obfuscate the

3   Commission on the issues in this case.

4

5   **Issues in this Proceeding**

6

7   Issue A: *Has BellSouth or Supra violated the requirement in Commission*

8   *Order PSC-01-1180-FOF-TI to negotiate in good faith pursuant to*

9   *Section 252(b)(5) of the Act? If so, should BellSouth or Supra be*

10   *fined $25,000 for each violation of Commission Order PSC-01-1180-*

11   *FOF-TI, for each day of the period May 29, 2001 through June 6,*

12   *2001?*

13

14   Q.   WHAT DID ORDER NO. *PSC-01-1180-FOF-TI* REQUIRE OF THE

15   PARTIES?

16

17   A.   This Order required the Parties to comply with the terms of the existing

18   Interconnection Agreement by calling for and convening of an Inter-

19   Company Review Board meeting within 14 days of issuance of the

20   Order (i.e., prior to June 7, 2001). The purpose of this meeting was to

21   discuss any and all disputed issues in this Petition for Arbitration. The

22   Order also required that within 10 days of the completion of the Inter-

23   Company Review Board Meeting, the Parties were to notify the

24   Commission of any outstanding issues.

25

1   Q.   DID SUPRA ADDRESS THIS ISSUE IN ITS DIRECT TESTIMONY?

2

3   A.   No. Although Mr. Ramos devotes 26 pages of his testimony to

4   "BellSouth's willful and intentional bad faith negotiation tactics of a

5   follow-on agreement" he does not specifically address the

6   Commission's added issue. All Mr. Ramos does is rehash Supra's

7   *Motion to Dismiss BellSouth's Petition for Arbitration* and its *Status and*

8   *Complaint Regarding BellSouth's Bad Faith Negotiations Tactics* filed

9   with this Commission on January 26, 2001, and June 18, 2001,

10   respectively. Mr. Ramos has also attempted to confuse this

11   Commission by making numerous inflammatory and false allegations of

12   bad faith negotiations.

13

14   Supra's *Motion to Dismiss BellSouth's Petition for Arbitration* and its

15   *Status and Complaint Regarding BellSouth's Bad Faith Negotiations*

16   *Tactics* specifically allege that BellSouth refused to a) negotiate from

17   the Parties existing agreement; b) provide information about its

18   network; and c) comply with contractual procedures before filing its

19   *Petition for Arbitration*.

20

21   Even though Mr. Ramos's testimony does not specifically address

22   *Issue A*, I will focus this section of my testimony on two specific

23   sections of Mr. Ramos's direct testimony regarding bad faith

24   negotiations. These are the Negotiating Template (Pages 33 through

25   40), including what BellSouth requests the Commission to rule

1   regarding the template, and Network Information (Pages 18 through

2   34). The remaining issue, which is the Parties failure to hold an Inter-

3   Company Review Board meeting, has been addressed extensively in

4   my direct testimony.

5

6   **Negotiating Template**

7   Q.   MR. RAMOS CLAIMS THAT BELLSOUTH HAS ACTED IN BAD FAITH

8   BECAUSE IT WILL NOT NEGOTIATE FROM THE CURRENT

9   INTERCONNECTION AGREEMENT. IS THIS TRUE?

10

11   A.   No, this is not true. BellSouth has not acted in bad faith just because

12   the Parties cannot agree on what template to use as a starting point for

13   negotiations. Under Supra's logic, disagreement with Supra equals

14   bad faith. This argument is nonsensical at best.

15

16   Q.   DO YOU AGREE THAT SUPRA SHOULD BE ALLOWED TO BEGIN

17   NEGOTIATIONS FROM THE CURRENT AGREEMENT? (RAMOS

18   PAGE 34, LINE 23 THROUGH PAGE 36, LINE 5)

19

20   A.   No. First, it was difficult, at best, to get Supra to the negotiating table.

21   It was BellSouth, and not Supra that initiated the negotiations.

22   Although Mr. Ramos attempts to provide eight reasons for using the

23   current agreement, he fails to identify any reason not to use the **two**

24   templates that BellSouth offered to Supra as the basis for beginning

25   negotiations.

1 Q. WHAT IS THE FIRST REASON THAT MR. RAMOS ASSERTS AS A

2   BASIS FOR USING THE CURRENT AGREEMENT AS THE

3   STARTING POINT FOR NEGOTIATIONS?

4

5 A. The first argument that Mr. Ramos makes is that BellSouth "finally"

6   allowed Supra to adopt the Current Agreement in October 1999 and not

7   in 1997 as alleged by Mr. Ramos. Mr. Ramos, in his testimony, seems

8   to be exhibiting some very selective memory. The negotiation process

9   for the adoption of the AT&T agreement began when BellSouth sent

10   Mr. Ramos a letter on March 29, 1999, requesting that Supra begin

11   negotiations pursuant to the terms of the Resale, Collocation, and

12   Interconnection agreements. A copy of this letter is attached as Exhibit

13   JDH-23.

14

15   Mr. David Dimlich, General Counsel for Supra, responded on May 21,

16   1999 by acknowledging receipt of BellSouth's correspondence and

17   advising that Supra was going to adopt the Interconnection Agreement

18   for the state of Florida that had been "negotiated between MCIm and

19   BellSouth, dated June 19, 1997, for a term of three years." A copy of

20   Mr. Dimlich's letter is attached as Exhibit JDH-24.

21

22   On May 28, 1999, BellSouth responded to Supra advising that

23   BellSouth was "amenable" to Supra's request but that when adopting

24   an agreement, as Supra had requested, that it "must also adopt the

25   terms of that agreement." This meant that "the term of an agreement

1   between Supra Telecom and BellSouth adopting the BellSouth/MCIm

2   Interconnection Agreement [would] be the same as set forth in Section

3   3 of the BellSouth/MCIm Interconnection Agreement." (Exhibit JDH-

4   25) Since the BellSouth/MCIm Interconnection Agreement expired on

5   June 18, 2000, then any agreement adopting the BellSouth/MCIm

6   Interconnection Agreement would also expire on June 18, 2000.

7

8   On August 20, 1999, Mr. Wayne Stavanja, Vice President of Regulatory

9   Relations for Supra, wrote BellSouth advising that Supra wished to

10   adopt the BellSouth/AT&T Interconnection Agreement dated June 10,

11   1997, including "all exhibits and amendments that have been

12   negotiated and executed to date between the parties." Attached, as

13   Exhibit JDH-26, is a copy of Mr. Stavanja's correspondence.

14

15   After several sets of correspondence, the Parties executed an

16   agreement on October 5, 1999, whereby Supra adopted the existing

17   BellSouth/AT&T Interconnection Agreement.

18

19   Q.   DO YOU AGREE WITH MR. RAMOS' POINTS TWO AND THREE

20   THAT BECAUSE OF THE RECENT COMMERCIAL ARBITRATION

21   PROCEEDINGS THAT THE EXISTING AGREEMENT SHOULD BE

22   USED AS THE BEGINNING FOR NEGOTIATIONS?

23

24   A.   No. The Commercial Arbitration has nothing to do with what the Parties

25   decide to use as the starting point for negotiations. The Tribunal was

8

1		made up of three non-telecommunications attorneys who ruled on
2		certain **specific** issues regarding the current agreement.
3		
4	Q.	ON POINTS FOUR AND FIVE MR. RAMOS IMPLIES THAT IF A NEW
5		TEMPLATE WAS USED THAT IT WOULD INTERRUPT SUPRA'S
6		BUSINESS PLAN AND WOULD NOT PROVIDE SUPRA'S
7		CUSTOMERS WITH CONTINUITY IN BOTH THE TYPES OF
8		SERVICE AND THE COSTS OF SUCH SERVICE. WOULD YOU
9		CARE TO COMMENT?
10		
11	A.	Certainly. I'm at a loss as to why the two templates that were offered
12		by BellSouth to Supra during the negotiation process would interrupt
13		Supra's business plan or not provide Supra's customers with continuity,
14		nor does Mr. Ramos explain how this would happen. Mr. Ramos also
15		makes the statement that a "majority of the terms and conditions" in the
16		current agreement remain unchanged by any subsequent order or rule.
17		Mr. Ramos knows this is not true. The existing agreement was
18		negotiated over five years ago and with very few amendments. The
19		last time the agreement was revised was in February 2000 when the
20		parties agreed to incorporate a 1998 Commission Order in a complaint
21		filed by AT&T.
22		
23		Since that Order, much has changed that requires the Agreement be
24		revised. The FCC has made several rulings on collocation, issued its
25		*Third Report and Order*, issued at least two orders on advanced

1   services, and ruled on Intercarrier compensation for ISP traffic. In

2   addition to these FCC rulings, this Commission has made a ruling on

3   collocation, numerous rulings in arbitration proceedings and just

4   recently ruled on UNE rates. Additionally, this Commission has ruled

5   on numerous issues as a result of individual arbitrations.

6

7   In addition to controlling law changing, numerous BellSouth practices

8   and service offerings have changed in the last five years. Some of

9   these are new UNEs, and new OSS interfaces, such as TAG and

10   RoboTAG®.

11

12 Q, WOULD YOU PLEASE COMMENT ON POINT NUMBER SEVEN

13   THAT MR. RAMOS MAKES ON PAGE 35, LINES 18 THOUGH 23?

14

15 A. Yes. Mr. Ramos, makes the argument the Parties should incorporate

16   the existing "terms of the Current Agreement into a Follow-On

17   Agreement." Mr. Ramos appears to be unwilling to negotiate new

18   terms and conditions for the "Follow-On Agreement," but instead wants

19   to continue using existing terms and conditions, in spite of the fact that

20   some of those terms no longer comport with existing FCC or

21   Commission rulings.

22

23 Q. ON HIS LAST POINT MR. RAMOS POINTS OUT THAT BELLSOUTH

24   AGREED TO USE THE EXISTING MCI INTERCONNECTION

25   AGREEMENT AS THE STARTING POINT FOR NEGOTIATIONS OF

1   THE NEW BELLSOUTH/MCI INTERCONNECTION AGREEMENT

2   AND THEREFORE BELLSOUTH SHOULD ALLOW SUPRA TO USE

3   ITS EXISTING AGREEMENT. DO YOU AGREE?

4

5   A.   No. Although BellSouth and MCI started from the MCI template, all the

6   terms and conditions for the new BellSouth/MCI Interconnection

7   Agreement have been discussed and negotiated in great detail by the

8   Parties. On the other hand, many ALECs, including AT&T, realized

9   that their existing Interconnection Agreement was out of date and

10   agreed to use the BellSouth standard template as a blue print for

11   beginning negotiations for their new agreements.

12

13   Another item that Mr. Ramos fails to acknowledge is that BellSouth

14   initially offered the same standard Interconnection Agreement in March

15   of 2000 as the starting point for negotiations with Supra. In July of

16   2000 BellSouth also offered to begin negotiations from the current

17   working draft of the agreement that it was using to negotiate with AT&T.

18   This is the agreement that BellSouth filed with its Petition for Arbitration.

19

20   Q.   DO YOU AGREE WITH MR. RAMOS'S ALLEGATION THAT SUPRA

21   REQUESTED THAT THE PARTIES BEGIN FROM THE CURRENT

22   AGREEMENT?

23

24   A.   No. There is nothing in the June 7, 2000 letter (Exhibit OAR-27) that

25   Mr. Ramos refers to that requests the Parties to begin negotiations from

1   the current agreement. What the letter says is that Supra simply

2   wanted to "keep the terms of the current agreement until such time as

3   the current re-negotiations between BellSouth and AT&T were

4   concluded." Even early in the negotiation process, it was obvious that

5   Supra never had any intention of negotiating a new interconnection

6   agreement. Within this same letter, Supra advises that it wished "to

7   execute an agreement which, except for expiration date, would retain

8   the **exact same terms** as our current Interconnection Agreement."

9   [Emphasis added]

10

11 Q. DO YOU AGREE THAT IT WAS AT&T AND NOT BELLSOUTH THAT

12   DRAFTED THE 1997 INTERCONNECTION AGREEMENT.

13

14 A. No. The 1997 Interconnection agreement was drafted by both Parties

15   to the agreement, and not by one party or the other. Mr. Ramos was

16   not a party to these negotiations.

17

18 **Commission Ruling on Template**

19 Q. SINCE THE PARTIES HAVE NOT AGREED ON WHAT TEMPLATE

20   SHOULD BE USED FOR THE NEW INTERCONNECTION

21   AGREEMENT, DO YOU BELIEVE THERE ARE OTHER OPEN

22   ISSUES THAT THIS COMMISSION NEEDS TO RULE ON?

23

24 A. Yes. First, as background, BellSouth is the only party to this

25   proceeding that has filed an Interconnection Agreement for approval by

12

1   the Commission. This was done when BellSouth timely filed its *Petition*

2   *for Arbitration.* Normally, when a *Petition for Arbitration* is filed with the

3   Commission, the petitioner, which in this case was BellSouth, files a

4   copy of the Interconnection Agreement showing not only unresolved

5   issues but also any issues that have been resolved by the Parties. This

6   procedure is in accordance with 252(b)(2)(A) of the Act, which states:

7

8   A party that petitions a State commission under paragraph (1)

9   shall, at the same time as it submits the petition, provide the

10   State commission all relevant documentation concerning

11   (i) the unresolved issues;

12   (ii) the position of each of the parties with respect to

13   those issues; and

14   (iii) any other issue discussed and resolved by the

15   parties.

16

17   As I said in my direct testimony there were only a few negotiation

18   meetings between the Parties to discuss the Follow-On Agreement,

19   and all of those meetings were at the insistence of BellSouth. Because

20   of the limited number of negotiation sessions, BellSouth was only able

21   to identify 15 issues that it knew the Parties disagreed on. When Supra

22   finally filed its response to BellSouth's petition, Supra identified an

23   additional 51 issues. However, in addition to these 51 issues, Supra

24   also argued in its response that the Parties should have used the

25   current agreement as the basis for negotiations. This indicates that, in

1   addition to the specific issues that have been identified by both Parties

2   in this proceeding, Supra is disputing all the language in the proposed

3   Interconnection Agreement that was filed by BellSouth, even though

4   Supra never identifies or states its position on these additional issues.

5

6   Q.   HAS SUPRA VIOLATED SECTION 252(b)(5) OF THE ACT?

7

8   A.   Although I am not a lawyer, it appears to me that Supra has violated

9   Section 252(b)(5) of the Act, which states the following:

10

11   REFUSAL TO NEGOTIATE. – The refusal of any other party to

12   the negotiation to participate further in the negotiations, to

13   cooperate with the State commission in carrying out its function

14   as an arbitrator, or to continue to negotiate in good faith in the

15   presence, or with the assistance, of the State commission shall

16   be considered a failure to negotiate in good faith.

17

18   With the exception of the 51 issues that it did identify in its *Response to*

19   *BellSouth's Petition for Arbitration*, Supra has refused to specify what in

20   the BellSouth's proposed Interconnection Agreement it does not agree

21   with, nor has Supra proposed an Interconnection Agreement to this

22   Commission clearly showing the Parties unresolved issues. As I said,

23   above all, Supra has wanted from the beginning of the negotiation

24   process is "to execute an agreement which, except for the expiration

14

1   date, would retain the **exact same terms** as [the] current agreement."

2   [Emphasis added]

3

4   By not identifying the specific terms of BellSouth's proposed

5   Interconnection Agreement, Supra failed "...to cooperate with the State

6   commission in carrying out its function as an arbitrator..." Additionally,

7   BellSouth has made several offers to continue negotiations on the new

8   Interconnection Agreement and Supra has refused "to participate

9   further in [these] negotiations."

10

11   Q.   ARE THERE ADDITIONAL SECTIONS OF THE ACT THAT SUPRA

12   HAS VIOLATED?

13

14   A.   Again, although I am not a lawyer, it appears that Supra has also

15   violated Section 252(b)(4)(B) of the Act. This section states:

16

17   The State commission may require the petitioning party and the

18   responding party to provide such information as may be

19   necessary for the State commission to reach a decision on the

20   unresolved issues. If any party refuses or fails unreasonably to

21   respond on a timely basis to any reasonable request from the

22   State commission, then the State commission my proceed on

23   the basis of the best information available to it from whatever

24   source derived.

25

1   At the January 23, 2001 pre-hearing conference the Commission staff

2   directed the Parties to file with the staff contract language on each

3   issue. On January 31, 2001 BellSouth filed its proposed language with

4   the Commission staff. BellSouth's response is attached as Exhibit

5   JDH-27.

6

7   In direct violation of the staff's directive Supra chose to file a *Motion to*

8   *Dismiss* instead of proposed language for the issues identified.   On

9   May 23, 2001 the Commission denied Supra's *Motion to Dismiss*. It

10   was not until June 18, 2001, that Supra proposed any contract

11   language to this Commission, and what Supra then proposed was

12   simply a redline of the General Terms and Conditions of its existing

13   Agreement. It has yet to propose language for the Commission to

14   consider for the 14 attachments associated with its proposed

15   agreement.

16

17   Simply put, Supra has failed "to provide such information as may be

18   necessary for the State commission to reach a decision on the

19   unresolved issues."

20

21 Q.   HOW WOULD YOU LIKE FOR THIS COMMISSION TO RULE ON

22   WHICH TEMPLATE TO USE FOR THE PARTIES

23   INTERCONNECTION AGREEMENT?

24

1 A.   The Commission should adopt BellSouth's proposed Interconnection

2   Agreement as the baseline for the new BellSouth/Supra

3   Interconnection Agreement and after this proceeding is concluded, the

4   Commission's rulings should be incorporated into this agreement,

5   which BellSouth filed with this Commission on September 1, 2000 with

6   its *Petition for Arbitration*.

7

8 **Network Information**

9 Q.   HAS BELLSOUTH REFUSED TO COMPLY WITH PARAGRAPH 155

10   OF THE FCC'S *FIRST REPORT AND ORDER* AND 47 CFR §§

11   51.301(C)(8), 51.305(G), AS ALLEDGED BY MR. RAMOS ON PAGES

12   18 AND 19?

13

14 A.   No. Although Mr. Ramos is correct that the language in the FCC's *First*

15   *Report and Order* and 47 CFR §§ 51.301(c)(8), 51.305(g) is

16   unambiguous, it seems he is unable to comprehend the plain language

17   in these regulations. The language speaks for itself. An incumbent

18   LEC must "furnish information about its network that a requesting

19   telecommunications carrier **reasonably** requires to identify the network

20   elements that it needs in order to **serve a particular customer.**"

21   [Emphasis added]

22

23   Additionally, 47 CFR § 51.305(g) only requires an incumbent LEC to

24   provide technical information about its "network facilities sufficient to

25   allow the requesting carrier to achieve interconnection" with the

1   incumbent.

2

3   These two sections only require an incumbent LEC, such as BellSouth,

4   to provide certain specific network information so Supra can serve a

5   particular customer or information about its network facilities so Supra

6   can achieve interconnection with BellSouth.

7

8   Q.   SUPRA CLAIMS THAT IT HAS REQUESTED INFORMATION ABOUT

9   BELLSOUTH'S NETWORK FOR SEVERAL YEARS. WOULD YOU

10   CARE TO COMMENT?

11

12   A.   Yes.   Mr. Ramos advises that he initially requested information

13   regarding BellSouth's network in a letter to Mr. Marcus Cathey on June

14   22, 1998. What this 12-page letter is requesting is for BellSouth to

15   recombined unbundled network elements. Buried within this letter, on

16   page three, Supra asked for "...all the necessary information about

17   BellSouth's network to facilitate the ordering of singular and combined

18   UNES effectively." This request immediately followed a quote from 47

19   CFR § 51.301 (c)(8)(i). Nowhere in the correspondence does Mr.

20   Ramos specify what network information he's requesting, or what

21   "particular customer" he's attempting to serve. On July 2, 1998 Mr.

22   Cathey responded to Mr. Ramos and advised that BellSouth was not

23   obligated to provide recombined Unbundled Network Elements.

24   Although Mr. Cathey did not specifically address this small portion of

25   Mr. Ramos's letter, the information that Mr. Ramos was requesting was

18

1	readily available on BellSouth's web site, which Mr. Ramos had been
2	directed to several times for other information. At that time Supra did
3	not advise BellSouth that its July 2, 1998 letter had not been
4	responsive to all its requests.
5	
6	In fact it was two years later before Supra claims that it requested
7	information regarding BellSouth's network.
8	
9	In any event, as I state in my direct testimony, the negotiating team did
10	not become aware of Supra's request for network information until Mr.
11	Medacier's misdated April 4, 2001 correspondence, almost three years
12	after Supra's initial request. The negotiating team does not recall ever
13	being handed a copy of the April 26, 2000 letter while they were in
14	Miami attempting to negotiate the follow on Agreement, as alleged by
15	Mr. Ramos. Although Supra claims it initially requested network
16	information on April 26, 2000, it never followed up in writing its request
17	until January 2001 when it filed its motion to dismiss this arbitration, a
18	full nine months after the claimed letter was sent. In that time Supra
19	was able to respond to BellSouth's Petition for Arbitration and filing an
20	additional 51 issues.
21	
22	Mr. Ramos has totally mischaracterized BellSouth's April 9, 2001
23	response to Supra's misdated April 4, 2001 letter. (OAR-15) What
24	BellSouth requested from Supra was clarification on the specific
25	information that Supra was requesting. In fact the letter states the

1   following:

2

3   ...I am not certain what information you are asking

4   BellSouth to provide. Your Exhibit A appears to be a

5   suggested template for carriers to utilize when negotiating

6   to **interconnect** their networks. The document specifically

7   states that it should be used in joint planning sessions, and

8   it merely provides topics that should be considered and

9   discussed. Certainly, we are happy to discuss with you

10   **any issues** relating to the new interconnection

11   agreement... **[Emphasis added]**

12

13   Q.   DO YOU AGREE THAT BELLSOUTH WILLFULLY AND

14   INTENTIONALLY REFUSED TO PROVIDE INFORMATION ABOUT

15   ITS NETWORK IN A CALCULATED ATTEMPT TO ASSURE THAT

16   SUPRA AND ITS CUSTOMERS CANNOT RECEIVE THE SAME

17   SERVICES THAT BELLSOUTH PROVIDES TO ITSELF AND ITS

18   CUSTOMERS? (RAMOS PAGE 23, LINES 21 TO 25, THROUGH

19   PAGE 25, LINES 1 TO 23)

20

21   A.   No, I do not agree. Mr. Ramos has once again made some

22   inflammatory allegations that BellSouth is attempting to harm Supra.

23   This is simply not true. Mr. Ramos claims that BellSouth has created

24   and fortified "barriers between Supra and [its] network." However, Mr.

25   Ramos does not identify these barriers. All Mr. Ramos seems to be

20

1   focusing on is "direct" access to BellSouth's OSS systems including

2   RNS and ROS, not network information.

3

4   Regarding Mr. Ramos' statement that it needs to know the capability of

5   the UNEs that it currently leases from BellSouth then he simply needs

6   to access BellSouth's Interconnection Services web site.   Exhibit JDH-

7   22 is an example of the type of information that is contained on the web

8   site. This document contains the technical specifications for

9   BellSouth's unbundled local loop products.

10

11   Furthermore, I find Supra's allegation that because BellSouth has not

12   provided it with the ambiguous information that it claims it needs that it

13   has not been able to identify all the issues it seeks to raise in this

14   arbitration and has been severely disadvantaged in negotiations simply

15   ludicrous.   Supra was able to respond to BellSouth's Petition for

16   Arbitration without this information and in fact added 51 additional

17   issues.

18

19 Q. WOULD YOU CARE TO COMMENT ON MR. RAMOS' CLAIM THAT

20   HE HAS SOME IDEA OF WHAT BELLSOUTH IS CAPABLE OF

21   PROVIDING TO ITS CUSTOMERS (PAGE 26, LINES 1 THROUGH

22   7)?

23

24 A. Yes. How Mr. Ramos could make such a claim based on his review of

25   BellSouth's Interstate and Intrastate Access Services tariff is beyond all

1   comprehension. The reason I make this statement is that these two

2   tariffs are for BellSouth's wholesale customers, and not what BellSouth

3   currently makes available to consumers. This is just another example

4   of Mr. Ramos' misunderstanding of what BellSouth offers to its

5   customers, both retail and wholesale.

6

7 Q. DO YOU AGREE THAT BELLSOUTH'S WEB SITE IS INSUFFICIENT

8   AND ONLY PROVIDES INFORMATION REGARDING THE ALEC

9   PORTION OF THE NETWORK, WHICH BELLSOUTH MAKES

10   AVAILABLE AS ALLEGED BY MR. RAMOS ON PAGE 27, LINES 13

11   THROUGH 16 OF HIS DIRECT TESTIMONY?

12

13 A. No. Mr. Ramos is implying that BellSouth has not fully unbundled its

14   network. This is simply not true. BellSouth makes available all

15   unbundled network elements as required by the FCC's Third Report

16   and Order, and Commission Orders. BellSouth also makes available a

17   Bona Fide and New Business Request processes to ALECs. This

18   process allows ALECs to request new elements or business processes

19   that have not been previously identified. This is just another

20   inflammatory allegation by Mr. Ramos without any proof.

21

22 Q. ON PAGE 29, LINES 9 THROUGH 19, MR. RAMOS STATES THAT

23   BELLSOUTH NEVER BROUGHT A SINGLE SUBJECT MATTER

24   EXPERT TO ANY MEETINGS WITH SUPRA. IS THIS TRUE?

25

1   A.   Yes. The reason BellSouth never brought a Subject Matter Expert

2   (SME) to any meetings on the follow-on Interconnection Agreement is

3   that Supra never identified what topics it wanted to discuss regarding

4   the new agreement. BellSouth's contract negotiators are fully capable

5   of discussing the Interconnection Agreement and will include SMEs in

6   negotiations when the ALEC has specific technical issues it wishes to

7   discuss. As I stated in my direct testimony Supra only made itself

8   available to discuss the new agreement when BellSouth's negotiating

9   team insisted on meeting with Supra and flew to Miami to meet with

10   Supra for two days. In addition to this two-day meeting the Parties

11   were able to hold two conference calls. Supra never requested a SME

12   be present. In fact Supra never discussed any contract language

13   except the General Terms and Conditions, and the Resale attachment.

14   These provisions do not require any technical expertise. If Supra was

15   interested in negotiating a new agreement it simply needed to inform

16   the negotiating team that it wanted to discuss a certain issue and ask if

17   BellSouth would have its SME at the meeting. Supra has failed to

18   request such a meeting.

19

20   With ALECs who actively participate in the negotiation process the

21   Parties decided in advance what topics they will be discussing and if a

22   SME is necessary then each Party will being their representative to the

23   meeting to discuss the specific topic. Supra has never advised what

24   topic as it relates to negotiating the new agreement that it wanted to

25   discuss.

| 1 | Q. | ON PAGE 17, LINES 18 THROUGH 25, AND PAGE 18 LINES 1 AND |

1   Q.   ON PAGE 17, LINES 18 THROUGH 25, AND PAGE 18 LINES 1 AND

2   2, MR. RAMOS CLAIMS THAT BELLSOUTH ACTED IN BAD FAITH IN

3   ITS NEGOTIATIONS WITH SUPRA FOR A FOLLOW-ON

4   AGREEMENT. WOULD YOU PLEASE COMMENT?

5

6   A.   Certainly. BellSouth has not acted in bad faith in its negotiations with

7   Supra for a follow-on Agreement. If any party in this negotiation has

8   acted in bad faith it has been Supra. As can be seen in my direct

9   testimony it has been Supra that:

10   a) failed to respond to BellSouth's request for negotiations;

11   b) never initiated any negotiation sessions;

12   c) cancelled negotiation sessions;

13   d) has not been prepared in the few meetings that BellSouth could

14   get Supra to attend during the negotiation process;

15   e) failed to offer any contract language for the new Agreement

16   during the negotiation process;

17   f) waited until after the Commission Staff instructed both Parties to

18   file proposed contract language for unresolved issues to bring up

19   the Parties failure to conduct an Inter-Company Review Board

20   meeting;

21   g) refused to discuss unresolved issues related to the follow-on

22   Agreement at several Inter-Company Review Board meetings

23   that were held prior to the June 6, 2001 meeting; and

24   h) was only willing to discuss a limited number of unresolved issues

25   related to the follow-on Agreement (i.e., the June 6, 2001

1   meeting), when Supra finally agreed to hold an Inter-Company

2   Review Board Meeting.

3

4 Issue 17: *Should Supra be allowed to engage in "truthful" comparative*

5   *advertising using BellSouth's name and marks? If so, what should*

6   *be the limits of that advertising, if any?*

7

8 Q. DO YOU AGREE WITH MR. RAMOS' ALLEGATION THAT

9   BELLSOUTH WILL NOT ALLOW IT TO ADOPT A PROVISION FROM

10   ANOTHER ALECS INTERCONNECTION AGREEMENT,

11   SPECIFICALLY SECTION 9.1 OF THE GENERAL TERMS AND

12   CONDITIONS -- PART A OF THE MPOWER INTERCONNECTION

13   AGREEMENT? (RAMOS PAGE 74, LINE 7 THOUGH PAGE 75 LINE

14   3)

15

16 A. Absolutely not. As I will clearly demonstrate Mr. Ramos is again

17   making another unsubstantiated claim.

18

19 Q. WHAT DOES SECTION 9.1 OF THE MPOWER INTERCONNECTION

20   AGREEMENT STATE?

21 A. This section states the following:

22   No License. No patent, copyright, trademark or other

23   proprietary right is licensed, granted or otherwise transferred by

24   this Agreement. Unless otherwise mutually agreed upon, neither

25   Party shall publish or use the other Party's logo, trademark,

1		service mark, name, language, pictures, or symbols or words
2		from which the other Party's name may be reasonably be
3		inferred or implied in any product, service, advertisement,
4		promotion, or any other publicity matter, except that nothing in
5		this paragraph shall prohibit a Party from engaging in valid
6		comparative advertising. This paragraph 9.1 shall confer no
7		rights on a Party to the service marks, trademarks and trade
8		names owned or used in connection with services by the other
9		Party or its Affiliates, except as expressly permitted by the other
10		Party.
11		
12	Q.	IS BELLSOUTH WILLING TO INCLUDE THE PROVISIONS OF THE
13		MPOWER INTERCONNECTION AGREEMENT IN THE FOLLOW-ON
14		AGREEMENT?
15		
16	A.	BellSouth is willing to include the above language from the Mpower
17		Interconnection Agreement in the follow-on Agreement. However,
18		Supra must be willing to accept all legitimately related terms and
19		conditions associated with this provision and it is still available for
20		adoption, (i.e., the Mpower agreement has not expired) then BellSouth
21		has no problem with incorporating this provision into the follow-on
22		agreement. However, in connection with the Trademark litigation in
23		which BIPCO and Supra are currently involved, should the court order
24		prohibit or restrict use of BellSouth's marks, Supra should be required
25		to comply with such order.

1   **Other issues**

2

3   **Supra's assertion that it is unable to Compete in the Local Market Place**

4   Q.   MR. RAMOS OF SUPRA CLAIMS, IN HIS DIRECT TESTIMONY

5   (PAGE 6, LINES 1 THROUGH 23, AND PAGE 7, LINES 1 THROUGH

6   3) THAT SUPRA HAS BEEN UNABLE TO COMPETE BECAUSE IT

7   CAN NOT OFFER A FULL RANGE OF SERVICES, OR PROVIDE

8   SUCH SERVICES IN AS TIMELY A MANNER AS BELLSOUTH

9   DOES, AND THIS IS DUE TO BELLSOUTH'S WILLFUL AND

10   INTENTIONAL BREACHES OF THE PARTIES CURRENT

11   INTERCONNECTION AGREEMENT. IS THIS TRUE?

12

13   A.   No. This is entirely false. In fact the number of lines in service to Supra

14   has increased by nearly 10,000 percent from January 2000, to June

15   2001. It is my understanding that as of the end of June 2001, Supra

16   has over 77,000 lines in service, an increase of over 48,000 lines in 4

17   months.   As can be seen in Exhibit JDH-21 "Supra provides voice and

18   data (telephone service, Internet Service and messaging services)

19   service to business and residential customers." This exhibit further

20   shows that Supra is able to take customer orders on line.

21

22   Mr. Ramos' insinuation that it takes 1 to 6 weeks for BellSouth to

23   provision service is absolutely not true. In fact the average time to

24   provision service to Supra, once BellSouth has received an accurate

25   Local Service Request from Supra is less than five days for all orders

1   where a dispatch is required, and less than three days where no

2   dispatch is necessary. These provisioning intervals are based on data

3   for the three-month period of April through June 2001. More

4   importantly during the same period, less than two percent of the due

5   dates confirmed to Supra were missed due to BellSouth reasons. . This

6   is just one of many allegations that Mr. Ramos makes throughout his

7   testimony without providing any evidence to support his claims.

8

9 Q.   MR. RAMOS CLAIMS THAT BELLSOUTH HAS CHOSEN LITIGATION

10   OVER COMPLIANCE WITH ALL APPLICABLE FEDERAL AND

11   STATE LAWS? DO YOU AGREE WITH THIS ALLEGATION?

12

13 A.   No. Mr. Ramos cites to an appeal that was made by BellSouth

14   regarding the FCC's *Local Competition Order.* BellSouth and other

15   entities also questioned the FCC's Order. It seems that what Mr.

16   Ramos is implying is that, if BellSouth chooses to assert its legal rights,

17   then it is being anti-competitive. If any Party is litigious, it is Supra,

18   which has sued BellSouth in Federal Court, and in numerous

19   complaints before the FCC, this Commission and Commercial

20   Arbitration.

21

22 Q.   MR. RAMOS ALLEGES THAT BELLSOUTH'S TACTICS OF NON-

23   COMPLIANCE AND LITIGATION MAKES IT NEARLY IMPOSSIBLE

24   FOR ALECS TO COMPETE AND "THUS MANY ALECS HAVE

25   EITHER FILED BANKRUPTCY OR WITHDRAWN FROM THE

1 MARKET." (PAGE 7, LINES 8 AND 9) DO YOU AGREE WITH THIS

2 ALLEGATION?

3

4 A. No. In fact in the same article that Mr. Ramos draws his conclusions

5 from Annus Horribilis? However you say it, CLECs have had a bad year

6 published by CLEC.com on June 1, 2001 states that "the CLEC.com

7 directory lists 244 active, facilities based CLECs in the United States

8 and Canada" whereas a year before there were "fewer than 200

9 entries." This represents a growth of 22 percent. This article also

10 states "less than 8 percent of the firms in the industry have filed

11 bankruptcy." This is a small percentage when compared to the fact

12 that over half of all start-up business in the United States either end up

13 filing for bankruptcy or simply chose go out of business.

14

15 Furthermore, BellSouth has entered into over a thousand

16 interconnection agreements with various ALECs. According to this

17 Commission's website, there are currently 447 ALECs operating in

18 Florida alone. This is just another example of Supra's attempt to fling

19 accusations without any basis in fact.

20

21 Q. IS IT TRUE, AS MR. RAMOS CLAIMS, THAT BELLSOUTH IS

22 "REAPING TREMENDOUS BENEFITS FROM ITS..."

23 NONCOMPLIANCE WITH THE AGREEMENT AND THE LAW?

24

25 A. Absolutely not. First, BellSouth is in compliance with the agreement

1		and the law. This is yet another inventive and unsubstantiated claim by
2		Mr. Ramos. Mr. Ramos is apparently unaware that BellSouth
3		generates revenue by selling its network to ALECs. Mr. Ramos seems
4		to think that the objective of the Act was to put ILECs out of business.
5		This is not the case. As Mr. Ramos pointed out, BellSouth is a
6		profitable business. This is not due to any underhanded activities, as
7		Supra would lead this Commission to believe, but to skillful business
8		decisions that comply with all of BellSouth's covenants and all
9		applicable laws and regulations.
10		
11	Q.	DOES BELLSOUTH HAVE ANY INCENTIVE TO COOPERATE WITH
12		SUPRA AND ABIDE BY ALL APPLICABLE AGREEMENTS AND
13		LAWS?
14		
15	A.	Absolutely. BellSouth's long-standing goal is to enter the long distance
16		market. This goal can only be reached if BellSouth demonstrates to
17		this Commission and the FCC that it complies with Section 271 of the
18		Act. This Section requires that BellSouth meet specific criteria, such as
19		providing nondiscriminatory access to network elements. Mr. Ramos
20		erroneously claims that this is not sufficient incentive for BellSouth to
21		comply with the law and the Agreement. Regardless of Mr. Ramos'
22		contention BellSouth complies with all applicable laws, regulations, and
23		covenants. In order for BellSouth to maintain its profitability, it must
24		comply with applicable laws, regulations, and covenants.
25		

1   Q.   DOES THIS CONCLUDE YOUR TESTIMONY?

2

3   A.   Yes.

4

5

6

7

8

9

10

11

12

13

14

15

16

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 001305-TP
Exhibit JDH-21

Transmittal Cover Sheet for Hendrix Exhibit JDH-21

This Exhibit Consists of 22 pages

Supra Telecom

Thursday August 09, 2001

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"Wouldn't you rather save the money than give it away to **BellSouth®**? You worked hard for your money, spend it wisely."

Other Benefits:

-Same BellSouth® Network

-You Keep Your Existing Phone Number(s)

-No Switching Fees

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❷FAQ

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Learn step-by-step how to use your telephone features.

❹Free Local Long Distance Call   -
All your calls to and between the 305, 786, 954, and 561 area codes are absolutely FREE.

BIPCO is the registered owner of BellSouth® trademark.

webmaster@stis.com

Office Hours 7 Days a Week From 7:00 a.m. To 10:00 p.m   •   Address: 2620 S.W. 27th Avenue Miami FL 33133

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Supra Telecom		BellSouth®		Savings	
Product Description	**Rates**	**Product Description**	**Rates**	**Monthly**	**Annual**
Voice Mail	Free	Memory Call®*	$ 18.20	$ 18.20	$ 218.40
Total Solution Plus for Business with messaging 1 line Package	$ 39.95	Complete Choice® for Business with messaging 1 line Package**	$ 61.00	$ 21.05	$ 252.60
Total Solution Plus for Business with Messaging 2 Line Package	$ 69.95	Complete Choice® for Business with Messaging 2 Line Package**	$ 103.00	$ 33.05	$ 396.60
Total Solution Plus for Business with Messaging 3 Line Package	$ 99.95	Complete Choice® for Business with Messaging 3 Line Package**	$ 148.00	$ 48.05	$ 576.60
Total Solution Plus for Business with messaging 4 line package	$ 129.95	Complete Choice® for Business with messaging 4 line package**	$ 177.00	$ 47.05	$ 564.60
Flat Rate Business Line with Free Local LD and Voice Mail	$ 23.30	BellSouth® Business Calling Plan 1***	$ 64.10	$ 40.80	$ 489.60
Flat Rate Business Line with Caller ID and Free Local LD and Voice Mail	$ 29.95	Flat Rate Business Line with Caller ID****	$ 47.45	$ 17.50	$ 210.00
Internet Service with Unlimited Access	$ 6.95	Internet Service with Unlimited Access	$ 19.95	$ 13.00	$ 156.00

Inside wire maintenance	$ 3.50	Inside wire maintenance	$ 5.00	$ 1.50	$ 18.00
Caller ID Deluxe (Enhanced Caller ID)*	$ 9.90	Caller ID Deluxe (Enhanced Caller ID)	$ 17.00	$ 7.10	$ 85.20
Caller ID Number Delivery (Basic)*	$ 7.00	Caller Id Number Delivery (Basic)	$ 11.00	$ 3.00	$ 36.00
Call Waiting Deluxe*	$ 5.60	Call Waiting Deluxe	$ 7.00	$ 1.40	$ 16.80
Call Number ID Blocker*	$ 4.05	Call Number ID Blocker	$ 5.50	$ 1.45	$ 17.40
Call Selector*	$ 4.00	Call Selector	$ 5.50	$ 1.50	$ 18.00
Call Tracing*	$ 4.50	Call Tracing	$ 6.00	$ 1.50	$ 18.00
Call Return*	$ 5.40	Call Return	$ 6.50	$ 1.10	$ 13.20
Enhanced Caller ID with Anonymous Call Rejection*	$ 10.00	Enhanced Caller ID with Anonymous Call Rejection	$ 18.00	$ 8.00	$ 96.00
Flexible Call Forwarding Deluxe*	$ 8.10	Flexible Call Forwarding Deluxe	$ 11.00	$ 2.90	$ 34.80
Flexible Call Forwarding With Audio Calling Name	$ 9.90	Flexible Call Forwarding With Audio Calling Name	$ 12.00	$ 2.10	$ 25.20
Call Forwarding Busy Line*	$ 3.00	Call Forwarding Busy Line	$ 4.75	$ 1.75	$ 21.00
Call Forwarding Don't Answer*	$ 3.00	Call Forwarding Don't Answer	$ 4.75	$ 1.75	$ 21.00
Customer Control Of Call Forwarding Don't Answer*	$ 4.00	Customer Control Of Call Forwarding Don't Answer	$ 8.00	$ 4.00	$ 48.00
Customer Control Of Call Forwarding Busy Line*	$ 4.00	Customer Control Of Call Forwarding Busy Line	$ 8.00	$ 4.00	$ 48.00
Call Forward Ring Control*	$ 3.50	Call Forward Ring Control	$ 4.75	$ 1.25	$ 15.00
Custom Toll Restriction (blocks 900, 976 calls)*		Custom Toll Restriction (blocks 900, 976 calls)			
Custom Toll Restriction (blocks International calls)	$ 4.00	Custom Toll Restriction (blocks International calls)	$ 5.00	$ 1.00	$ 12.00
Custom Toll Restriction	$ 4.00	Custom Toll Restriction (blocks	$ 5.00	$ 1.00	$ 12.00

(blocks International calls, 1+, 900 and 976 calls)		International calls, 1+, 900 and 976 calls)			
Custom Toll Restriction (blocks 0, 0 plus, 900, 1 plus 555-1212, 411, 440, 976 e.t.c	$ 4.00	Custom Toll Restriction (blocks 0, 0 plus, 900, 1 plus 555-1212, 411, 440, 976 e.t.c	$ 5.00	$ 1.00	$ 12.00
Custom Toll Restriction (blocks calls to expanded local area (Prohibited on Total Solution Package)	$ 4.00	Custom Toll Restriction (blocks calls to expanded local area (Prohibited on Total Solution Package)	$ 5.00	$ 1.00	$ 12.00
Customized Code Restriction-Blocking of 976 calls	Free	Customized Code Restriction-Blocking of 976 calls	Free	$ -	$ -
International Call Block	$ 4.00	International Call Block	$ 5.00	$ 1.00	$ 12.00
Privacy Manager	$ 9.95	Privacy Director	$ 12.00	$ 2.05	$ 24.60
Preferred Call Forwarding*	$ 4.00	Preferred Call Forwarding	$ 6.00	$ 2.00	$ 24.00
Remote Activation of Call Forwarding	$ 8.00	Remote Activation of Call forwarding	$ 10.00	$ 2.00	$ 24.00
Remote Call Forwarding (Local, Intralata, Interlata etc)	$ 7.00	Remote Call Forwarding (Local, Intralata, Interlata etc)	$ 9.00	$ 2.00	$ 24.00
Remote Call Forward Additional Capacity	$ 7.00	Remote Call Forward Additional Capacity	$ 9.00	$ 2.00	$ 24.00
Distinctive Ring 1*	$ 7.90	Ringmaster 1	$ 10.00	$ 2.90	$ 34.80
Distinctive Ring 2*	$ 9.90	Ringmaster 2	$ 12.00	$ 2.10	$ 25.20
Repeat Dialing*	$ 4.50	Repeat Dialing	$ 6.00	$ 1.50	$ 18.00
3-way Calling*	$ 4.50	3-way Calling	$ 6.00	$ 1.50	$ 18.00
3-way calling with transfer*	$ 5.50	3-way calling with transfer	$ 7.00	$ 1.50	$ 18.00
Speed Call 8*	$ 4.50	Speed Call 8	$ 5.00	$ 0.50	$ 6.00
Speed Call 30*	$ 5.00	Speed Call 30	$ 5.50	$ 0.50	$ 6.00
Hunting/Rollover*	$ 5.00	Hunting/Rollover	$ 10.00	$ 5.00	$ 60.00
Watchalert Service business	$ 8.10	Watchalert Service business line	$ 9.00	$ 0.90	$ 10.80

line 1		1			
Watchalert Service business line 2	$ 4.50	Watchalert Service business line 2	$ 6.00	$ 1.50	$ 18.00

Products with (*) are included in the Total Solution Plus packages.

**BellSouth offer does not include Free Local Long Distance Service

***BellSouth offer does not include Free Voice Mail Service

****BellSouth offer does not include Free Voice Mail and unlimited local LD.

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Supra Telecom		BellSouth®			Savings	
Product Description		**Product Description**	**Rates**	**Monthly**	**Annual**	
Voice Mail*		MemoryCall	$ 6.95	$ 6.95	$ 83.40	
Local Long Distance*	Free*	Area Plus	$ 30.00	$ 30.00	$ 360.00	
Total Solution Plus	$ 22.95	Area Plus Plan® with Complete Choice® Plan**	$ 46.00	$ 23.05	$ 276.60	
Total Solution Plus - 2 Lines Plan	$ 38.30	Area Plus Plan® with Complete Choice® Plan - 2 Lines**	$ 80.50	$ 42.20	$ 506.40	
Total Solution Plus - 3 Lines Plan	$ 52.90	Area Plus Plan® with Complete Choice® Plan - 3 Lines**	$ 115.00	$ 62.10	$ 745.20	
Residential Line with Caller Id	$ 15.00	Residential Line with Caller Id	$ 18.15	$ 3.15	$ 37.80	
Internet Service with Unlimited Access	$ 6.95	Internet Service with Unlimited Access	$ 19.95	$ 13.00	$ 156.00	
Inside wire maintenance	$ 3.00	Inside wire maintenance	$ 4.50	$ 1.50	$ 18.00	
Residential Line*	$ 9.60	Residential Line	$ 10.65	$ 1.05	$ 12.60	
Residential Line with Unlimited Local LD *	$ 20.00	Residential Line with Area Plus®	$ 32.00	$ 11.75	$ 141.00	
Voice Mail*	Free*	Memory Call®	$ 6.95	$ 6.95	$ 83.40	
Anonymous Call Rejection*	$ 2.00	Anonymous Call Rejection	$ 3.00	$ 1.00	$ 12.00	
Call Block*	$ 3.00	Call Block	$ 4.00	$ 1.00	$ 12.00	
Caller ID Basic*	$ 5.00	Caller ID Basic	$ 7.00	$ 2.00	$ 24.00	
Caller ID Deluxe*	$ 6.75	Caller ID Deluxe	$ 7.50	$ 0.75	$ 9.00	
Call Waiting Basic*	$ 4.00	Call Waiting Basic	$ 5.15	$ 1.15	$ 13.80	
Call Waiting Deluxe*	$ 5.50	Call Waiting Deluxe	$ 6.00	$ 0.50	$ 6.00	

Call Return*	$ 3.60	Call Return	$ 5.00	$ 1.40	$ 16.80
Call Forwarding*	$ 3.00	Call Forwarding	$ 4.00	$ 1.00	$ 12.00
Call Forwarding Deluxe*	$ 2.70	Call Forwarding Deluxe	$ 3.00	$ 0.30	$ 3.60
Flexible call forwarding*	$ 3.00	Flexible call forwarding	Obsolete	Obsolete	0
Hunting Rollover Service*	$ 4.50	Hunting Rollover Service	$ 5.72	$ 1.22	$ 14.64
Privacy Manager*	$ 3.00	Privacy Director	$ 5.95	$ 1.95	$ 23.40
Remote Call Forwarding*	$ 9.00	Remote Call Forwarding	$ 12.00	$ 3.00	$ 36.00
Remote Call Forwarding -Additional Capacity	$ 9.00	Remote Call Forwarding - Additional Capacity	$ 12.00	$ 3.00	$ 36.00
Remote Activation of Call Forwarding	$ 4.00	Remote Activation of Call Forwarding	$ 5.20	$ 1.20	$ 14.40
Distinctive Ring I*	$ 3.00	Ringmaster I	$ 4.00	$ 1.00	$ 12.00
Distinctive Ring II*	$ 4.00	Ringmaster II	$ 6.00	$ 2.00	$ 24.00
3-way Calling*	$ 3.60	3-way Calling	$ 4.00	$ 0.40	$ 4.80
Repeat Dialing*	$ 3.60	Repeat Dialing	$ 4.00	$ 0.40	$ 4.80
Speed Calling*	$ 2.70	Speed Calling	$ 3.00	$ 0.30	$ 3.60
Call Selector*	$ 3.60	Call Selector	$ 4.00	$ 0.40	$ 4.80
Call Tracing*	$ 3.60	Call Tracing	$ 4.00	$ 0.40	$ 4.80
Customized Toll Restriction - Plan 1*	$ 2.00	Customized Toll Restriction - Plan 1	$ 2.50	$ 0.50	$ 6.00
Customized Toll Restriction - Plan 3*	$ 2.00	Customized Toll Restriction - Plan 3	$ 2.50	$ 0.50	$ 6.00
Customized Toll Restriction - Plan 4*	Free*	Customized Toll Restriction - Plan 4	Free	$ -	$ -
Customized Toll Restriction - Plan 6*	Free*	Customized Toll Restriction - Plan 6	Free	$ -	$ -
Preferred Call Forwarding*	$ 3.00	Preferred Call Forwarding	$ 4.00	$ 1.00	$ 12.00
IntraLata Calls*	$ 0.10	IntraLata Calls	$ 0.25	$ 0.15	NA

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*Voice Mail and Local Long Distance are free when you subscribe to Total Solution Plus or Business accounts.
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Supra Telecom

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- Free Voice Mail
- How to Use Features

Internet Service

Supra Telecom.Net® Internet Service	
Per Month For Unlimited Access*	$6.95*
Compare with BellSouth®	$19.95

Get onto the Internet faster and easier with reliable Internet access from Supra Telecom.Net® Internet Service.

The Service offers:

- High performance Internet network design, modern hardware switches, the highest speed access devices, redundant capacity designed and maintained Internet Professionals. Our people live and breathe the Internet -- Your own Personal Power Users!
- Outstanding subscriber support, including a knowledgeable Help Desk staff and online tutorials.
- The latest Internet software.
- Full 56k dialup connections for Windows (3.1, 95, 98, NT 3, 4, and 2000), Macintosh, iMac, Linux, Free BSD, Solaris (Sun and x86), HP-UX, AIX. Other Operating systems will be added upon demand.
- A customizable gateway to the Internet that allows you to add your own bookmarks directly to the Supra Telecom.Net Internet Service home page.

There's more! Thanks to our network design, Supra Telecom.Net Internet Service subscribers don't worry about busy signals. Take a look at our list of features to see even more reasons why Supra Telecom.Net Internet Service is one of the fastest growing Internet services in the Southeast.

Internet Access

Commercial-grade Network Switch Routing	The speed reliability you expect from Supra Telecom.Net. Internet packets routed across the network at wire speed – no software based routers.
Multi-homed Internet feeds	No single source Internet feeds. The service is connected to several major Tier 1 Internet backbone providers. If one provider has a nationwide outage – Supra Telecom.Net subscribers receive unabated service.
Fully-deployed with 56K Modems	Fast access for fast modems. The highest dialup speed allowed by the FCC.
State-of-the-art Backup Recovery Systems	High percentage of uptime
Local Content Within Each City	Email and the most popular WWW Content stored locally in local calling area to get your data home faster and more reliably.
E-mail	Communicate easily worldwide with standards based RFC compliant email systems. E-mail software and one unlimited e-mail box is part of the service.
High speed rich content delivery (Coming November, 2000)	Satellite feeds from content providers across the country stored locally in each city provide instant access to Internet Radio, and Streaming video. No long jerky waits for video or music content to wind its way across the country. Your dialup service connects directly to locally stored content from sites such as MSNBC, Sony, Warner Bros., Maxfootball.com, Boxingline.com Launch Music, boxingline.com, Prowebcast.com, Atom Films, Ifilm, Sports Capsule.com, ITN and Columbia Pictures are among the current local content providers.
Subscriber Support	
Internet Specialization	Internet services built, maintained and staffed by Internet professionals – People who would be using the tools and services even if it wasn't their job. Support for novices, Power users, Corporate and business needs by people who care to be the best.
800 Number Free Call Support	All service-related help is included, and you can call for help from anywhere — free.
Help Desk Equipped for Rapid Responses	Your call will usually get right through — no waiting on hold for hours.
Automated updates	Supra Telecom.Net software is designed to be

	updated — over the Internet! Phone numbers, software versions updated on demand to provide updates, enhancements.
Online Setup	Complete setup instructions for popular operating systems, Windows 95/98, Windows NT, Windows 2000, Macintosh, iMac, Linux, Free BSD, Solaris (Sun and x86 versions) and other operating systems will be added at customer request.
Online Help	Complete tutorial online plus quick-response to e-mail inquiries and feedback
Member Services	Change your billing method, pick a new password and more.
Software	
Customized Software	Customized versions of Netscape and Internet Explorer — only from Supra Telecom.Net Internet Service
Gateway	
Local Gateway to the Internet	Top sites categorized and organized for easy access and no wasted clicks
Search Directory Services Localized	Special versions of HotBot Search and Yahoo! Directory services for subscribers, plus easy access to other services
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First Name:

Last Name:

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Service Address:

Billing Telephone Number: *Required

Additional Telephone Number(s):

E-Mail Address:

Last 4 digits of the Social Security Number: *Required

OR
Mother's Maiden Name: *Required

Date Of Birth:

⦿ Convert my phone service without any changes.

◯ Convert my phone service to Total Solution without Voice Mail.

• Convert my phone service to Total Solution with Voice Mail.

I hereby authorize Supra Telecom to provide the discounted rates for my local phone service to my telephone number(s) listed. I certify that I am at least eighteen (18) years of age, and that I am authorized to change this local telephone service to Supra Telecom. I have read and understood this information.
Furthermore, I authorize Supra Telecom to add the local service freeze option.
Finally, I understand that this connection may not be secure, and I hereby release Supra from any liability which it may incur as a result of unknown third parties' unauthorized use of the information I have provided.

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How to Use Features

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- Call Block
- Call Forwarding
- Call Forwarding-Don't Answer
- Call Return
- Call Selector
- Call Tracing
- Call Waiting
- Call Waiting Deluxe
- Caller ID with Number Delivery
- Customized Code Restriction
- Flexible Call Forwarding with Audio Name
- Preferred Call Forwarding
- Privacy Manager
- Remote Access to Call Forwarding
- Repeat Dialing
- Distinctive Ring Service
- Speed Calling 8
- Speed Calling 30
- Star 98 Access
- Three-Way Calling
- Voice Mail

Anonymous Call Rejection

The Anonymous Call Rejection and Caller ID features work together to help you avoid calls from people who don't identify themselves when they call. Callers hear a message telling them to hang up, unblock delivery of their phone number, and call again.

TURN IT ON

- At the dial tone, dial [*][7][7].[1]

Anonymous Call Rejection stays on until you turn it off.

TURN IT OFF

- At the dial tone, dial [*][8][7].[2]

NOTE:	If you subscribe to Prestige® services, press *58 to turn on and *68 to turn it off. On a rotary or dial pulse phone, dial 1158 to turn it on and 1168 to turn it off.

TIPS

- If you turn on Anonymous Call Rejection and Call Selector and a privacy call comes in from a number on your Call Selector list, the call isn't

rejected
- If you turn on Anonymous Call Rejection and Preferred Call Forwarding and a privacy call comes in from a number on your Preferred Call Forwarding list, the call will be forwarded.
- Unknown callers and out-of-area calls can't be rejected.

[1] *On a rotary or dial pulse telephone, dial 1177.*
[2] *On a rotary or dial pulse telephone, dial 1187.*

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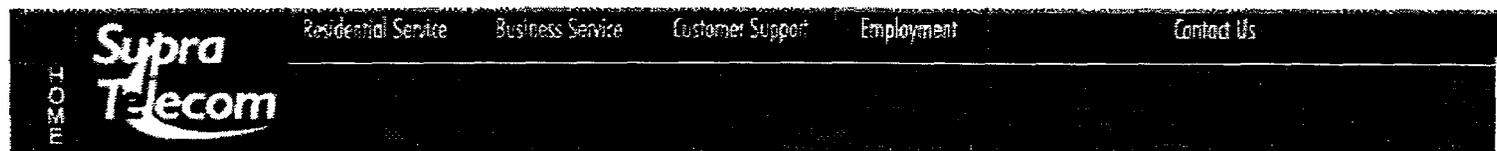
| Local Competition |
| FAQ |
| Related Links |
| Vendors |

Vision Statement
To quickly become the customer's first choice by providing a single source of telecommunications services to business and residential markets through facilities-based networks and strong strategic customer and supplier partnerships.

Corporate Overview
Supra Telecom is a facilities-based national Alternative Local Exchange Carrier ("ALEC") targeting the consumer market. The company provides services to its customers by collocating its equipment in facilities owned by "Baby Bells." At its helm, Supra has the experienced, dedicated and entrepreneurial leadership of some of the most respected and well known names in the telecommunications industry and related sectors of the economy.

In 1997 Supra Telecom, became one of the first companies in South Florida to provide Residential and Business customers a choice in the selection of their "local telephone company" in over 100 years. This initiative was a result, of the Telecommunications Act of 1996 ("TA"), that for the first time permitted free and open competition for the provision of Local Telephone Service.

The vision of company founder Kay Ramos is, to extend to all parts of the country the same freedom of choice that Supra Telecom now provides to its customers in Florida. "Competition will allow companies like Supra Telecom offer new and innovative products and services at lower prices to the consumers. Consumers are always the biggest benefactor of competition" said Mr. Ramos.

Supra Telecom is a Florida Corporation headquartered in Miami. Supra Telecom is incorporated in 43 other states. In addition to Florida, the Company has received state authority to offer local and long-distance telephone service in 26 states representing more than 70% of total access lines.

Supra Telecom

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| Local Competition |
| Corporate Overview |
| Related Links |
| Vendors |

Q1: When was Supra Telecom formed?

Answer: Supra Telecom was formed in 1983 and became a Florida corporation in 1994. The company commenced business in 1983 selling radios, base stations and antennas to large corporations and Governments.

Q2: When and why did Supra Telecom become a telephone service provider?

Answer: Supra Telecom became a local telephone service provider in 1997 as a result of The Telecommunications Act of 1996 (TA). The TA created opportunities for other companies to compete with the Baby Bells (BellSouth, Bell Atlantic, Southwestern Bell, Ameritech and US West) in the provision of local phone service to telephone subscribers.

Q3: What are the main goals of the TA?

According to the United States' Congress, the goals of the TA are the following:

- To promote competition
- Reduce regulation
- Secure lower prices for telephone subscribers
- Secure higher quality of services and
- Encourage deployment of new telecommunications technologies.

Q4: How do telephone subscribers benefit from competition?

Answer: Through competition, the number of providers is increased and this enables subscribers to secure lower prices because service providers compete for their business. Competition in the long distance (by and between AT&T, MCI, Worldcom, Sprint, Qwest) wireless (by and between BellSouth ®, Bell Atlantic, GTE, Verizon, SBC, Sprint, Voice Stream, AT&T) and Internet sectors (by and between AOL, EarthLink, Mindspring, AT&T, BellSouth ®) have helped subscribers secure lower prices. And at Supra Telecom, we love to compete.

Q5: Who are Supra Telecom's customers and what services does Supra Telecom provide to them?

Answer: Supra Telecom provides voice and data (telephone service, Internet service and messaging services) services to business and residential customers.

Q7: In what markets does Supra Telecom provide service?

Answer: As of June 2000, Supra Telecom was servicing 8 major markets and has announced plans to deploy service in a total of 50 markets nationwide by the end of the year 2000. The states are Florida, Texas, New York, California, Georgia, New Jersey, Pennsylvania, Michigan, Ohio, Washington DC, Connecticut, Oklahoma, Massachusetts, Maryland, Virginia and Illinois.

Q8: How do I make Supra Telecom the provider of my local telephone service?

Answer: It's simple! Just complete the Online Order form or call our friendly Customer Service Center, toll free at 1-888-31-SUPRA. Our agents will tell you all about our great services and have you switched to Supra Telecom in no time!

Q9: I am not satisfied with BellSouth® customer service, will I experience the same service from Supra Telecom?

Answer: Until recently, BellSouth has never had to compete for your business. They were the only game in town. Now Supra Telecom is here to compete for your business, and we want very much to insure great customer service with little or no waiting to speak with a representative. We utilize state of the art call center management equipment and employ only the best and the brightest people to serve our customers.

Q10: Why is it taking so long for my line to be converted from BellSouth to Supra Telecom?

Answer: While Supra Telecom provides its own services, we are dependent on BellSouth to release you from their network before Supra Telecom can begin serving you. We are finding that in some instances it takes time for BellSouth to release customers from their network. Rest assured, once you become a Supra Telecom customer, you will enjoy world class customer service, new and innovative telephone and internet services, all at up to 50% less than BellSouth charges you.

Q11: Do I keep my existing number if I want to try Supra Telecom's service?

Answer: Absolutely! You always keep your existing telephone number or numbers when you switch to Supra Telecom.

Q12: Does Supra Telecom charge a switching fee?

Answer: Supra Telecom never charges switching fees.

Transmittal Cover Sheet for Hendrix Exhibit JDH-22

This Exhibit Consists of 34 pages
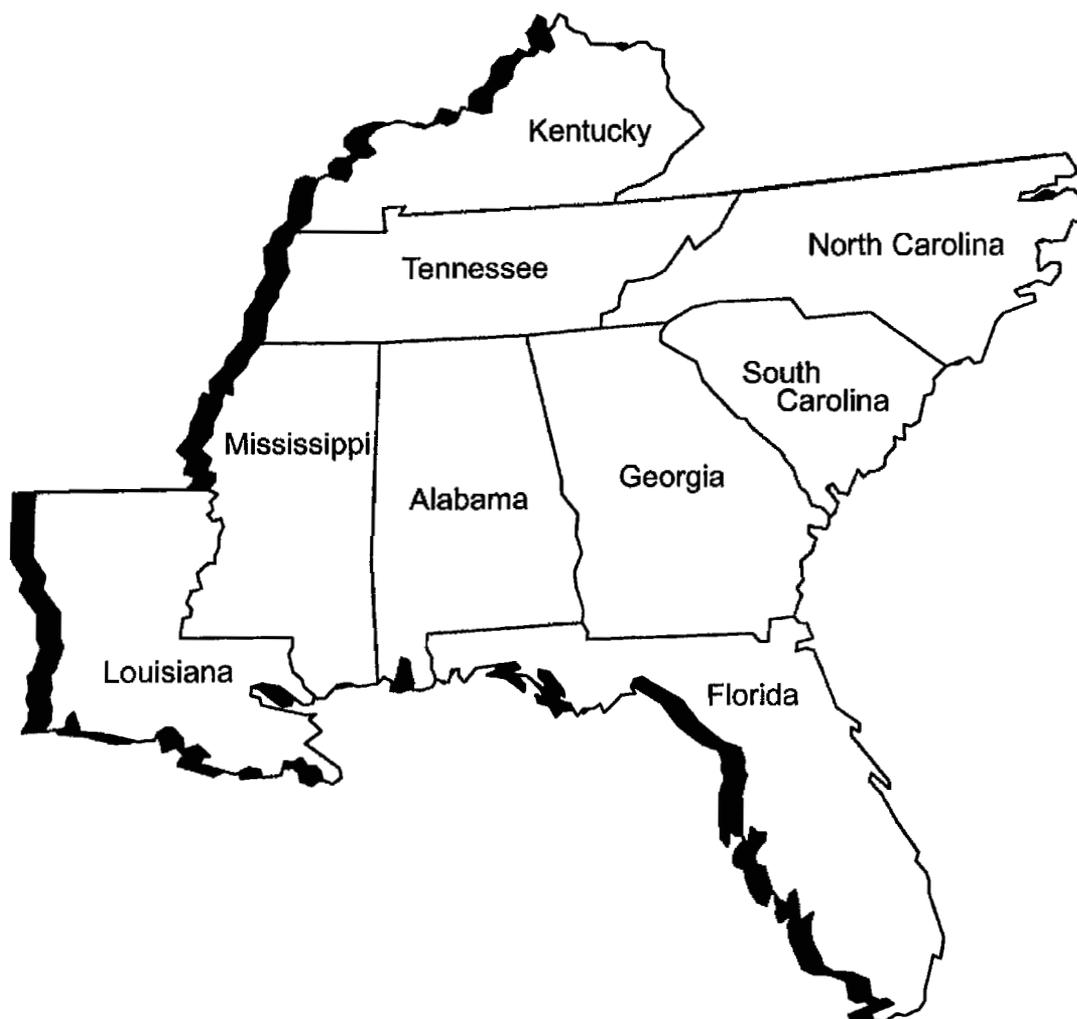
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Mississippi

Alabama

Georgia

Louisiana

Florida

UNBUNDLED LOCAL LOOP – TECHNICAL SPECIFICATIONS

NOTICE

This Technical Reference describes Unbundled Local Loops provided by BellSouth Telecommunications (BST), Inc. An Unbundled Local Loop provides a transmission path between a BST central office and an end-user location. This document describes the signals as they appear at the associated interfaces. It also describes some aspects of the performance of the channel.

BST reserves the right to revise this document for any reason, including but not limited to, conformity with standards promulgated by various governmental or regulatory agencies, utilization of advances in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. Liability to anyone arising out of use or reliance upon any information set forth herein is expressly disclaimed, and no representations or warranties, expressed or implied, are made with respect to the accuracy or utility of any information set forth herein.

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If further information is required, please contact:

>   Research Director-Transport Systems Engineering
>   BellSouth Science & Technology
>   1884 Data Dr.
>   Hoover, Alabama 35244

UNBUNDLED LOCAL LOOP – TECHNICAL SPECIFICATIONS

CONTENTS

UNBUNDLED LOCAL LOOP – TECHNICAL SPECIFICATIONS

1. General

1.1 Scope

This document provides the technical specifications for the Unbundled Local Loops offered by BellSouth Telecommunications (BST). Unbundled Local Loops enable a Competitive Local Exchange Carrier (CLEC) to provide services to an end-user location. While Unbundled Local Loops supporting a wide variety of signaling schemes are available, the widespread use of Digital Loop Carrier (DLC) in the BST network requires that a particular signaling scheme be specified when an Unbundled Local Loop is ordered.

A CLEC may utilize an unbundled loop to provide any telecommunications service it wishes. However, BST will only provision, maintain, and repair the loops to the standards that are consistent with the type of loop ordered. For example, if a CLEC orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BST will only support that the loop is capable of providing ISDN service.

BST will not make modifications to any loop to make it perform at a particular service level if it was not ordered as such. For example, if a loop was ordered as a Unbundled Voice Loop, but intended to be used for ADSL, BST will not remove any existing load coils from the loop.

1.2 Availability

Unbundled Local Loops are provided subject to availability on a first-come first-served basis.

1.3 Revisions

This revision is issued to make the content of this document consistent with the Unbundled Network Element services currently being offered to the CLECs by BellSouth.

The changes to Issue 4 are summarized below:

- Added reference to ANSI T1.417

- Added bridged tap description to HDSL-Capable loop.

- Added bridged tap description to ADSL-Capable loop.

- Added Unbundled Copper Loop - Non-Designed description.

- Added section describing the Basic Rate ISDN UDC channel

As services are added or modified by work efforts surrounding the FCC's UNE (Rule 319) Remand Order, BST will update this document accordingly. The most current version of this document can be found on the BellSouth Interconnection website at http://www.interconnection.bellsouth.com/guides/html/tech_ref.html#UNE.

2. References

The following documents are referenced:

(1) ANSI T1.102–1993, *Telecommunications – Digital Hierarchy – Electrical Interfaces*

(2) ANSI T1.401–1993, *Telecommunications – Interface Between Carriers and Customer Installations – Analog Voicegrade Switched Access Lines Using Loop–Start and Ground–Start Signaling*

(3) ANSI T1.403–1999, *Telecommunications – Network and Customer Installation Interfaces – DS1 Electrical Interface*

(4) ANSI T1.405–1996, *Telecommunications – Interface Between Carriers and Customer Installation Interfaces, Direct–Inward–Dialing Analog Voicegrade Switched Access Using Loop Reverse–Battery Signaling*

(5) ANSI T1.407–1997, *Telecommunications – Interface Between Carriers and Customer Installations – Analog Voicegrade Special Access Lines Using Customer–Installation–Provided Loop–Start Supervision*

(6) ANSI T1.410–1992, *Telecommunications – Carrier–to–Customer Metallic Interface – Digital Data at 64 kbit/s and Subrates*

(7) ANSI T1.413–1998, *Telecommunications – Network and Customer Installation Interfaces – Asymmetric Digital Subscriber Line (ADSL) Metallic Interface*

(8) ANSI T1.417–2001, *Telecommunications – Spectrum Management for Loop Transmission Systems*

(9) ANSI T1.601–1996, *Telecommunications – ISDN Basic Access Interface for use on Metallic Loops for Application on the Network Side of the NT*

(10) ANSI/IEEE 455–1985, *Standard Test Procedure for Measuring Longitudinal Balance of Telephone Equipment Operating in the Voice Band*

(11) ANSI/IEEE 743–1995, *Standard Equipment Requirements and Measurement Techniques for Analog Transmission Parameters for Telecommunications*

(12) Code of Federal Regulations, Title 47, FCC Rules and Regulations, Part 68, *Connection of Terminal Equipment to the Telephone Network.* Washington, D.C.: Federal Communications Commission.

(13) Committee T1 Technical Report No. 28, A *Technical Report on High–Bit–Rate Digital Subscriber Lines*

(14) Telcordia TA–TSY–000077, *Digital Channel Banks – Requirements for Dataport Channel Unit Functions, April 1986*

(15) Telcordia SR–TSV–002275, *BOC Notes on the LEC Networks* – 1994

(16) Telcordia GR–1089–CORE, *Electromagnetic Compatibility and Electrical Safety – Generic Criteria for Network Telecommunications Equipment – Issue 2, Revised Feb 99.*

(17) Telcordia TR–NWT–000397, *ISDN Basic Access Transport System Requirements*, Issue 3, December 1993

3. Overview and Generic Requirements

3.1 Loop Topology

Unbundled Local Loops extend from the Main Distributing Frame (MDF) in BST's Central Office (CO) to the End User Network Interface. They may be composed in either of the following arrangements:

- entirely of paired metallic conductors, or

- the concatenation of a universal DLC channel with paired metallic conductors.

3.2 Digital Loop Carrier

The use of DLC brings up the following two considerations.

- Some technologies, such as High Bit-rate Digital Subscriber Line (HDSL), cannot be transported via DLC due to the bandwidth employed. When a customer is served by DLC, an Unbundled Local Loop providing such a wide bandwidth will not typically be available.

- Many dedicated voiceband circuits employ signaling that requires unique DLC line cards.

3.3 Inductive Loading

Of the loops employing only metallic facilities, significant percentages are loaded. Loading involves the placement of inductors, typically every 6000 feet, in the loop. These inductors introduce attenuation at frequencies above the voiceband, making wide bandwidth services unavailable.

3.4 Types of Unbundled Local Loops

Due to the above considerations, a number of types of Unbundled Local Loops have been developed in order to simplify the ordering and provisioning process. The different types of loops can be placed into the following categories:

- Unbundled Voice Loop (UVL)

- Unbundled Digital Loop (UDL)

- Unbundled Copper Loop (UCL)

Unbundled Voice Loops provide a two-wire or four-wire voiceband transmission channel with various signaling options.

Unbundled Digital Loops provide a channel that can support one of a described set of digital transmission schemes.

Unbundled Copper Loops provide an all-metallic, unloaded copper path to CLECs for use with any telecommunications service that can use this type of facility.

This document also covers some technical aspects of Unbundled Sub-Loops (USLs), Unbundled Network Terminating Wire (UNTW), Unbundled Sub-Loop Concentration (USLC) and Unbundled Loop Concentration (ULC).

3.5   Interfaces

Unbundled Local Loops are available with two-wire and four-wire interfaces, depending on the particular type. The same number of wires will be provided at both the MDF and the End User Interface. For two-wire interfaces, one conductor is denoted Tip and the other is denoted Ring. For four-wire interfaces, the conductors of one pair are denoted Tip and Ring; the conductors of the other pair are denoted Tip 1 and Ring 1.

The interface at the MDF is not accessible by the CLEC. Instead, it is connected to other BST unbundled elements, or it is connected-via tie cabling-to collocated CLEC equipment. The tie cabling is not part of the unbundled loop.

3.6   CLEC Equipment Requirements

Since a CLEC may utilize an Unbundled Local Loop to provide any telecommunications service it wishes and BST does not know what type of service is actually placed on the loop, regardless of how it was ordered, generic precautions must be specified for all local loop offerings.

Physical Requirements

In addition to applicable FCC, NEC, and UL requirements and orders, CLEC equipment shall also meet the following requirements:

- The dc voltage applied to either conductor shall be negative with respect to ground.

- The open-circuit dc voltage applied to any conductor shall be less than 80 Vdc when measured to ground or any other conductor.

- The power delivered to a load via BST facilities shall not exceed 2.5 watts.

- The current provided, via BST facilities, shall not exceed 150 mA.

- AC voltages, other than those used for ringing, shall not be applied to BST facilities. The intent here is to preclude the use of BST facilities for carrying AC power (at any level). This is not intended to limit voiceband or DSL signals.

Spectrum Considerations

On any unbundled loop that a CLEC chooses to employ any Digital Subscriber Line (DSL) technology, crosstalk into other cable facilities is a concern. Accordingly, the CLEC is responsible for ensuring that the DSL product – in concert with the loop over which the DSL technology is deployed – is in compliance with ANSI T1.417.

3.7   Copper Connectivity

As described in Sections 7.5, 7.6, and 8, BST provides loops that meet the characteristics of ADSL/HDSL industry standards with the Unbundled Digital Loops UDL-2W ADSL, UDL-2W/4W HDSL and the Unbundled Copper Loop service offerings. BellSouth also offers a non-designed copper loop, UCL-ND, which is a copper only loop. However, a CLEC can attempt to run ADSL on any UNE loop, even though BellSouth does not support it. Copper connectivity cannot be assured on any UNE loop except on the four mentioned above. For example, if ADSL is placed on a UVL loop, copper connectivity cannot be assured.

3.8   Right to Disconnect

BST reserves the right to disconnect a service or equipment connected to an unbundled local loop that either: (a) fails to meet the requirements of this document, or (b) is shown to be causing harm to other services or systems.

3.9   Foreign Voltage

The foreign voltage, when measured with a high impedance voltmeter on any UNE pair, shall be less than 6 Vdc between conductors or between either conductor to ground and 50 Vac_{rms} between either conductor to ground.

3.10   Noise

Due to the lack of a common means of testing for noise on facilities at higher frequencies, BST has chosen a common noise measurement requirement that is indicative of the power influence and balance of a facility. When the unbundled loop is terminated appropriately, i.e., 600 Ω at the end-user's end, and 900 Ω at the CO, the idle channel noise on any unbundled loop shall not exceed 20dBrnC.

4.   Unbundled Voice Loop - Description

Unbundled Voice Loops provide a two-wire or four-wire voiceband transmission channel with various signaling options. UVLs are offered in a single non-design version and several design versions. Copper continuity is not assured with this service.

4.1   Non-Design UVL 2-Wire/Service Level 1

This Unbundled Voice Loop provides a voice grade transmission channel suitable for loop-start signaling and the transport of analog voice grade signals. This loop, which is typically used to provide switched access telephone service, is non-designed. This offering does not have test points and does not come with Order Coordination.

This loop provides loop-start signaling, arranged-for battery-feed by the CLEC and loop closure by the end-user. This loop is only available via a 2-wire, loop-start interface.

4.2 Designed Unbundled Voice Loops

The following signaling and interface combinations are supported on Designed Unbundled Voice Loops:

Number of Wires	Signaling Options	Service Abbreviation
2	Loop-start signaling - office end at MDF	UVL-2W/SL2 (loop)
2	Ground-start signaling - office end at MDF	UVL-2W/SL2 (ground)
2	Reverse-Battery - originating end at MDF	UVL-2W/ (reverse battery)
4	Loop-start signaling - station end at MDF	UVL-4W (loop)
4	Ground-start signaling - office end at MDF	UVL-4W (ground)

These types of signaling are described briefly below. Telcordia SR-TSV-002275 contains a more thorough discussion. Section 5 contains detailed requirements for these types of signaling at both interfaces of each Designed Unbundled Voice Loop.

4.2.1 Two-wire and Four-wire Signaling

In the discussion below, a two-wire circuit is assumed. Four-wire circuits employ similar signaling, except that the dc signaling - instead of being applied directly to the tip and ring conductors - is applied to a center-taps of coupling transformer, so that the dc signals appear in the common-mode across both conductors of each of the four-wire pairs. A circuit suitable for the conversion of four-wire to two-wire is shown below.
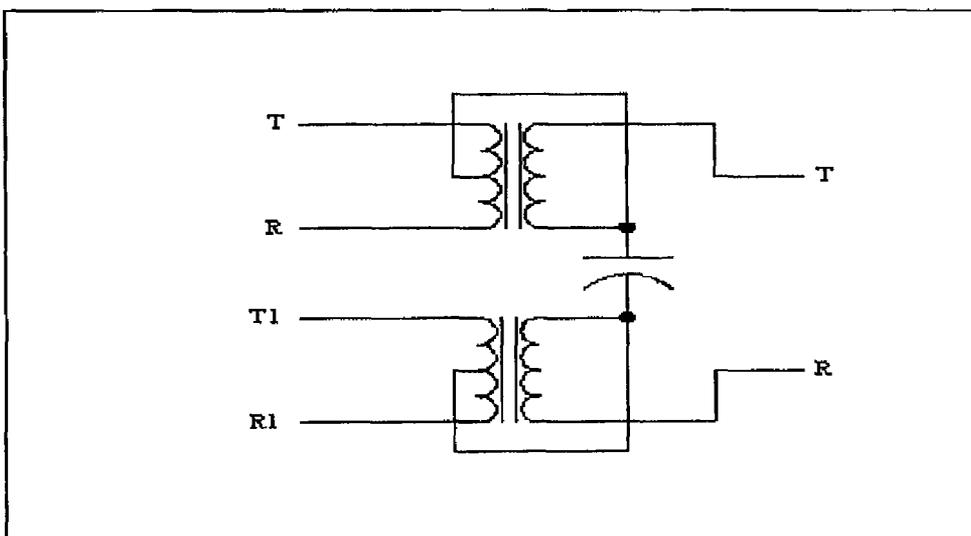
4.2.2 Loop Start

The two ends of a loop-start circuit are denoted the office end and the station end. The office end provides a voltage across Tip and Ring. In the idle state, the station presents a high resistance across Tip and Ring. To request service, the station presents a low resistance between the conductors. The resultant current flow is detected by the office end. To alert an idle station of an incoming call, the office end applies ringing voltage, relative to ground, to the Ring.

Loop-start circuits arranged with the office end at the MDF interface are commonly used to provide exchange access service. Section 5.2 contains signaling requirements for both the MDF and End User interfaces.

4.2.3 Ground Start

Ground-start signaling is similar to loop-start, except that in the idle state, the office doesn't apply a voltage across Tip and Ring. Instead it applies a voltage, relative to ground, on only the Ring. This results in the following differences, relative to loop-start service:

- In order to request service, the station provides a low resistance from Tip to ground. Sensing current flow in the Ring, the office provides a (differential) voltage across both Tip and Ring. Upon the application of the differential voltage, the station places a low resistance across the Tip and Ring, and removes the shunt to ground.

- Upon alerting the station, the office applies differential voltage, even between bursts of ringing. If suitably arranged, the station can sense this differential voltage and detect the alerting signal, even before a ringing burst is sent by the office.

Ground-start circuits arranged with the office end at the MDF interface are often used to provide two-way trunks to a PBX. Section 5.3 contains signaling requirements for both the MDF and End User Interface in such an arrangement.

4.2.4 Reverse Battery

Reverse-Battery signaling is typically used on trunks, rather than lines. There is no "office end" or "station end" convention. Ringing is not employed. Reverse-battery signaling accommodates only one-way trunks[1]. For this reason, the ends of the circuit are usually denoted the originating and terminating end.

The terminating end of the circuit provides a voltage across Tip and Ring. In the idle state, the originating end presents a high resistance across Tip and Ring. To request service, the originating end places a low resistance across the conductors. The terminating end senses the resultant loop current. To signal that toward the originating that, for instance, it is ready to accept address digits, the terminating end reverses the polarity across Tip and Ring.

---

[1] The term "one-way" indicates that a trunk can only be originated from one end. The voice-frequency capability is bi-directional.

The originating end can return to idle by removing the low resistance across Tip and Ring. If properly equipped, the originating end can sense a reversal of polarity as an indication of return to idle by the terminating end.

Reverse-Battery circuits, with the originating end at the MDF, are often used to provide Direct Inward Dialing (DID) trunks to PBX's located behind the End User Interface. Section 5.4 contains signaling requirements for such an arrangement.

4.3   Signaling Requirements

In practically all cases employing metallic facilities, the loop resistance (the sum of the resistance of both tip and ring) is less than 1500Ω

In those cases where loop resistance exceeds 1500 Ω, it will never exceed 2800 Ω. In these cases, BST cannot meet the prescribed signaling requirements at the End User Interface unless the CLEC provides sufficient voltage at the office end of the circuit. The open circuit tip-to-ring dc voltage provided by the CLEC equipment shall be less than 80 Vdc.

4.4   Transmission Requirements

In those rare cases where the loop resistance exceeds 1500 Ω the insertion loss at 1 kHz, measured with a 900 Ω termination at the MDF and a 600 Ω termination at the End User Interface will never exceed 15 dB.

5.   Unbundled Voice Loop - Signaling Requirements

5.1   General

When metallic facilities are employed, signaling and supervision is dependent, of course, on the source voltage (provided by either the CLEC equipment or BST equipment to which the loop is connected), and the total circuit resistance. For all service offerings, in practically all cases, the loop resistance (the sum of the resistance of both tip and ring) shall be less than 1500 Ω For some UVL loops, loop resistance may exceed 1500 Ω but will never exceed 2800Ω. In these cases, BST cannot meet the prescribed signaling requirements at the End User Interface unless the CLEC provides sufficient voltage at the office end of the circuit. The open circuit tip-ring dc voltage provided by the CLEC equipment shall be less than 80 Vdc. For all service offerings, the dc resistance between the tip conductor and ground and the ring conductor and ground shall each be greater than 100 kΩ.

Except for instances within ringing burst (as described below), the CLEC shall not apply voltages to either conductor that are positive with respect to ground. Current supplied by CLEC equipment shall be less than 150 mA. Voltages from either conductor to ground shall be more positive than -80 Vdc.

When DLC is employed, both the DLC system and the CLEC must employ compatible signaling. The following requirements are intended to ensure such compatibility, both when the loop is provided via DLC and via metallic facilities.

The following requirements apply to both two-wire and four-wire interfaces. For purposes of clarity, the requirements are based on two-wire interfaces. When four-wire

interfaces are employed, references and/or measurements to Tip apply to the common mode (simplex) path via both Tip and Ring. Similarly, references and/or measurements to Ring apply to the common mode (simplex) path via Tip 1 and Ring 1.

5.2 Loop-Start - Office End at MDF

5.2.1 General

A small percentage of Designed Unbundled Voice Loops provided via DLC may not be able to support the distinctive ringing or forward disconnect features.

5.2.2 MDF Interface - Idle State

In the idle state, the CLEC equipment shall provide an open circuit Tip-to-Ring voltage between 42.5 and 80 Vdc. The Ring shall be negative, relative to the Tip. No positive voltage - relative to ground - shall be applied to either conductor.

In the idle state, the loop shall provide a dc resistance at the MDF meeting either of the following requirements:

- A dc resistance between Tip and Ring $\geq$ 10,000 Ω (loop provided via DLC), or

- A dc resistance between Tip and Ring $\geq$ the parallel combination of the following:

    - the series combination of the on-hook dc resistance of connected equipment at the End User Interface and the dc resistance of the loop, and

    - a leakage resistance of 100,000 Ω

5.2.3 MDF Interface - Alerting State

In the alerting state, the CLEC equipment shall alternately apply a ringing signal and the normal idle-state potential. The ringing signal shall be applied to the Ring conductor. The voltage on the Tip conductor, relative to Ground shall be between 0.0 and -5.0 Vdc. In any six-second period, there shall be at least three continuous seconds of the normal idle-state voltage. The ringing signal shall consist of an ac signal superimposed on a dc signal.

The requirements of the ac component are as follows:

- The frequency shall be 20 $\pm$ 3 Hz.

- The magnitude shall be between 84 and 104 V_{rms}.

- The waveform shall have a peak-to-rms ratio between 1.35 and 1.45.

- The ac current into a line shall be limited to less than 220 mA.

The potential of the dc component shall be between -36 and 56.6 Vdc, relative to ground.

The ringing signal (ac component + dc component) shall be applied to the Ring, with a source impedance $\leq 500\,\Omega$. Ground shall be applied to the Tip, with a source impedance of $\leq 500\,\Omega$.

The ringing signal shall be removed within 200 milliseconds after the line has gone off-hook, as defined below. The ringing signal shall not be 'tripped' when ringing into the parallel combination of the following:

- 10,000 Ω of dc resistance

- a 2 μF capacitor and the series combination of 1386 Ω and 20 μF (simulating 5 bridged ringers)

- the series combination of 1386 Ω and 20 μF (simulating 5 bridged ringers)

5.2.4 MDF Interface - Off-Hook State

The CLEC equipment shall recognize a resistance of 1900 Ω applied between Tip and Ring at the MDF as off-hook. For interoperability with loops with resistance greater than 1500 Ω, the CLEC equipment shall recognize a resistance of 3200 Ω applied between Tip and Ring at the MDF as off-hook. In either case, the CLEC must provide at least 20 mA through the limiting resistance.

The CLEC shall also meet the following requirements:

- The power delivered to any load via Tip and/or Ring shall not exceed 2.5 W.

- The current provided, via Tip and/or Ring, shall not exceed 150 mA.

In the off-hook state, the loop shall provide a dc resistance at the MDF meeting one of the following requirements:

- A dc resistance between Tip and Ring $\leq$ 1150 Ω (loop provided via DLC), or

- A dc resistance between Tip and Ring $\leq$ the series combination of the off-hook dc resistance of connected equipment at the End User Interface and the dc resistance of the loop.

5.2.5 End-User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.401-1993. The loop shall meet the network requirements in ANSI T1.401-1993.

5.3 Ground-Start - Office End at MDF

5.3.1 General

This arrangement is commonly used to support two-way trunks providing switched access to PBX's.

A small percentage of Designed Unbundled Voice Loops provided via DLC may not be able to support the distinctive ringing or forward disconnect features.

5.3.2 MDF Interface - Idle State

In the idle state, the CLEC equipment shall provide an open circuit Ring-to-ground voltage between 16 and 55 Vdc. The Ring shall be negative, relative to ground. The dc resistance from Tip to ground shall be $\geq$ 50,000 Ω.

In the idle state, the loop shall provide a dc resistance at the MDF meeting one of the following requirements:

- A dc resistance from Ring to Ground $\geq$ 10,000 Ω (loop provided via DLC), or

- A dc resistance from Ring to Ground $\geq$ the parallel combination of the following:

    - the series combination of the dc resistance from Ring to Ground at the End User Interface and ½ of the dc resistance of the loop, and

    - a leakage resistance of 100,000 Ω.

5.3.3 MDF Interface - Alerting State

The CLEC shall meet the requirements of 5.2.3.

5.3.4 MDF Interface - Service Request State

When the end user initiates a call by placing a low resistance ($\leq$ 580 Ω) from Ring to Ground, the loop shall provide a dc resistance at the MDF meeting one of the following requirements:

- A dc resistance from Ring to Ground $\leq$ 900 Ω (loop provided via DLC), or

- A dc resistance from Ring to Ground $\leq$ the series combination of the dc resistance from Ring to Ground at the End User Interface and ½ of the dc resistance of the loop.

5.3.5 MDF Interface - Off-Hook State

Upon application of the Ring ground in the Service-Request State, the CLEC equipment shall provide a current-feed interface meeting the requirements of 5.2.4.

The loop shall present a dc resistance across Tip and Ring meeting the requirements of 5.2.4.

5.3.6 End-User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.401-1993. The loop shall meet the network requirements in ANSI T1.401-1993.

5.4 Reverse-Battery - Originating End at the MDF

5.4.1 MDF Interface - Idle State

In the idle state, the CLEC equipment shall maintain a dc resistance from Tip to Ring, Tip to Ground, and Ring to Ground $\geq$ 22,500 Ω.

If the loop is provided via Digital Loop Carrier, the loop shall provide at least 36 Vdc between Tip and Ring, with the Tip positive with respect to the Ring, in the idle state.

5.4.2 MDF Interface - Seizure

The Originating end signals an off-hook (seizure) by placing a low resistance between Tip and Ring. In this state, the CLEC equipment shall provide a dc resistance between Tip and Ring $\leq$ 670 Ω.

The current provided by the loop (with CLEC equipment attached that meets the above requirement) shall meet the following requirement:

- If the absolute value of the Tip to Ring voltage is $\geq$ 33.8 Vdc, the current shall be at least that produced by a 36 Vdc source in series with 135 Ω

- If the absolute value of the Tip to Ring voltage $\geq$ 29.5 Vdc, but < 33.8 Vdc, the current shall be at least that produced by a 41.7 Vdc source in series with 489 Ω

- If the absolute value of the Tip to Ring voltage < 29.5 Vdc, the current may be as low as 0 mA.

5.4.3 MDF Interface - Reverse-Battery State

The Terminating end signals an off-hook by reversing the polarity of the voltage applied across Tip and Ring. In this state, the CLEC equipment shall maintain a dc resistance of $\leq$ 670 Ω across Tip and Ring. In this state, the loop shall meet the requirements of 5.4.2.

5.4.4 End User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.405-1996. The loop shall meet the network requirements in ANSI T1.405-1996.

6. Unbundled Voice Loop - Voice-Frequency Transmission Requirements

6.1 General

When Loop-Start or Ground-Start signaling is employed, the following specifications are supported only during the off-hook state. These specifications apply to all Designed Unbundled Voice Loops, regardless of the signaling state, except where specified. ANSI/IEEE 743-1995 contains requirements for instrumentation necessary to measure compliance with the following requirements.

6.2   Insertion Loss

The following specifications apply to all Unbundled Voice Loops when measured with a 900 Ω ac impedance at the MDF and a 600 Ω ac impedance at the End User Interface:

- The actual measured insertion loss at 1 kHz shall be 10 dB or less. (See note below.)

- The actual measured insertion loss at 2.8 kHz shall be no greater than 9 dB above that at 1 kHz.

BST does not support transmission on any Designed Unbundled Voice Loop at frequencies below 300 Hz, or above 3.0 kHz.

NOTE: **In those rare cases where a UVL loop resistance exceeds 1500 Ω, the insertion loss at 1 kHz will never exceed 15 dB.**

6.3   Noise

The idle-channel noise shall be less than 20 dBrnC.

The Signal to C-Notched Noise Ratio shall be at least 32 dB, when measured with a -13 dBm holding tone.

6.4   Noise-to-Ground

The Noise-to-Ground parameter has two specifications. When measured with a C-message weighting filter, it should be less than 90 dBrnC. When measured with a high-impedance voltmeter, it shall not exceed 50 V (126 dBrn).

Note: **While dBrn is in units of power, both of these requirements involve voltage measurement, with results displayed in units of power, assuming that the voltage is across a 600 Ω resistor.**

The longitudinal balance (longitudinal to metallic conversion loss) of any metallic component of the loop shall be at least 50 dB for frequencies up to 1 kHz. The longitudinal balance of interconnected CLEC equipment shall exceed 60 dB at any frequency up to 1 kHz. This parameter may be measured using ANSI/IEEE 455-1985.

6.5   Voiceband Data

BST does not guarantee that an Unbundled Voice Loop (non-designed or designed) will be suitable for analog data or Facsimile transmission. If a customer is able to send and receive data, BST does not guarantee a data rate.

6.6   Signal Power

The power of the voiceband signal, at either the End User Interface or the MDF, shall not exceed -9 dBm, when averaged over any 3-second period.

The out-of-band signal power shall meet the out-of-band signal power limits in Section 68.308 of FCC Part 68 requirements. In the event that connected equipment is not registered under Part 68, this requirement shall still apply.

7. Unbundled Digital Loop

7.1 General

An Unbundled Digital Loop provides a channel intended to support one of a described set of digital transmission schemes. These schemes include the following:

- Digital Baseband at 2.4, 4.8, 9.6, 19.2, 56 and 64 kbps

- Basic Rate Access ISDN

- Basic Rate Access UDC

- High-Bit-Rate Digital Subscriber Line (HDSL)

- Asymmetrical Digital Subscriber Line (ADSL)

- DS1

Requirements for each of these services are described below.

7.2 Digital Baseband at 2.4, 4.8, 9.6, 19.2, 56 and 64 kbps

7.2.1 Interfaces

The interface at the MDF is a 4-wire interface, described as a DS-0A interface in Telcordia TA-TSY-000077. The End User Interface is a 4-wire interface described in ANSI T1.410-1992. Signals applied at either interface shall meet the requirements of these documents.

7.2.2 Transport

The loop facility may be provided via metallic facilities, DLC, or both. Where metallic facilities are employed, loops measuring less than the insertion loss specified for each service in Table 7.2 will be served directly on copper. This loss should be measured between 135 Ω terminations at the insertion loss frequency specified for each service in Table 7.2. Loops measuring over the specified limit in Table 7.2 but less than 50 dB at 13.3 kHz may be served with range extension devices. Loops measuring more than this second limit will be considered out of range for metallic-only service but may be served if DLC exists in the area. Where spare DLC facilities exist, only the length of the copper extension from the DLC to the customer is an issue. DC signaling, in the simplex path, is only supported to the extent necessary to provide maintenance functions as described in Telcordia TA-TSY-000077 and ANSI T1.410-1992.

Table 7.2 Maximum Allowable Digital Baseband Service Insertion Losses

Service	Insertion Loss Frequency	Max Allowable Insertion Loss
2.4 kbps	1.2 kHz	34
4.8 kbps	2.4 kHz	34
9.6 kbps	4.8 kHz	34
19.2 kbps	9.6 kHz	40
56 kbps	28.0 kHz	40
64 kbps	36.0 kHz	40

7.3   Basic Rate Access ISDN

This unbundled loop provides for the transport of two 64 kbps (B) channels and one 16 kbps (D) channel. Time Slot Sequence Integrity is not ensured. If this unbundled loop is provisioned over DLC, the CLEC's data must be synchronous with the timing employed by BST.

7.3.1   Interfaces

The interface at both the CLEC (collocated or elsewhere) and the End User Interface is a 2-wire interface as defined in ANSI T1.601-1996. The supported arrangement involves an NT at the end-user and an LT provided by the CLEC. No other arrangements are supported. Signals applied at either interface shall meet the requirements of this document.

7.3.2   Transport

The loop facility may be provided via metallic facilities, DLC, or both. Where metallic facilities are employed, loops measuring less than 42 dB at 40 kHz will be served directly on copper. Loops measuring over this limit but less than 52 dB at 20 kHz may be served with range extension devices. Loops measuring more than this second limit will be considered out of range for metallic-only service but may be served if DLC exists in the area. Where spare DLC facilities exist, only the length of the copper extension from the DLC to the customer is an issue. No dc specifications are supported. Sealing current - even if not provided by the CLEC equipment (LT) - may be provided, but is not guaranteed. The noise requirements in Sections 6.3 and 6.4 apply to this service.

7.4 Basic Rate ISDN UDC

UDC loops are ISDN loops that are configured for data-only applications such as IDSL. UDC loops are intended to support a CLEC's IDSL service but are not guaranteed to do so.

UDC loops may be provisioned over metallic facilities, DLC, or both. When provisioned via a DLC system, the following applies:

- Transport for the 4 kb/s of the M-channel information plus the DSL superframe timing – as defined in Telcordia Technical Reference TR-NWT-000397 – will be provided in addition to the two 64 kbps (B) channels and one 16 kbps (D) channel.

- The CLEC's data shall be synchronous with the timing employed by BST.

- Time Slot Sequence Integrity will be ensured by BST.

7.4.1 Interfaces

The interface at both the CLEC (collocated or elsewhere) and the End User Interface is a 2-wire interface as defined in ANSI T1.601-1996. The supported arrangement involves an NT at the end-user and an LT provided by the CLEC. No other arrangements are supported. Signals applied at either interface shall meet the requirements of this document.

7.4.2 Transport

The loop facility may be provided via metallic facilities, DLC, or both. Where metallic facilities are employed, loops measuring less than 42 dB at 40 kHz will be served directly on copper. Loops measuring over this limit but less than 52 dB at 20 kHz may be served with range extension devices. Loops measuring more than this second limit will be considered out of range for metallic-only service but may be served if DLC exists in the area. Where spare DLC facilities exist, only the length of the copper extension from the DLC to the customer is an issue. No dc specifications are supported. Sealing current - even if not provided by the CLEC equipment (LT) - may be provided, but is not guaranteed. The noise requirements in Sections 6.3 and 6.4 apply to this service.

7.5 HDSL-capable

7.5.1 Availability

This channel is not available when DLC is employed. This channel is not available if the loop facilities do not meet Carrier Serving Area (CSA) guidelines as described in Committee T1 Technical Report No. 28.

7.5.2 Interfaces

At the CLEC's request, either a 2-wire or 4-wire channel will be provided.

7.5.3 Transport

The loop facility consists of only non−loaded metallic facilities meeting CSA design guidelines as documented in Committee T1 Technical Report No. 28. The dc resistance of a single wire pair should not exceed 850 Ω. The total bridged tap length may not exceed 2.5kf, with no single bridged tap exceeding 2.0kf. The insertion loss of a pair at 100 kHz, measured between 135 Ω terminations, shall not exceed 35 dB. No industry-wide standard exists for a designed loss maximum for HDSL. Different HDSL equipment vendors may use different design parameters. The loss specified above was developed through extensive modeling of CSA loops at BST and represents the worst-case CSA loop loss.

For a CLEC−requested loop facility that does not meet HDSL−capable loop specifications due to the existence of load coils or excessive brideged tap, the CLEC may request that BellSouth modify the loop. In these situations and as a chargeable option, BellSouth will use the Unbundled Loop Modification (ULM) process to modify the requested loop facility to HDSL−capable loop specifications. Additionally, the ULM product may be utilized by the CLEC to remove any bridged tap sections on loops already meeting the HDSL−capable loop specification.

BellSouth does not guarantee a particular bit−rate associated with these loops. The transmission amd bit−rate speed of HDSL−type services are dependent on the CLEC's equipment.

7.6 ADSL-capable

7.6.1 Availability

This channel is not available when DLC is employed. This channel is not available if the loop facilities do not meet Revised Resistance Design (RRD) guidelines as defined in Telcordia SR−TSV−002275.

7.6.2 Interfaces

This offering is available as a 2-wire channel only.

7.6.3 Transport

The loop facility consists of only non−loaded metallic facilities meeting RRD design guidelines. RRD guidelines limit non-loaded loops to 18kf in length or less, including bridged tap, and 1300 Ω of resistance or less. RRD further limits total bridged tap to 6kf. The dc resistance of a single wire pair should not exceed 1300 Ω. The insertion loss of a pair at 40 kHz, measured between 135 Ω terminations, shall not exceed 42 dB, as specified in ANSI T1.601.

For a CLEC−requested loop facility that does not meet ADSL−capable loop specifications due to the existence of load coils or excessive brideged tap, the CLEC may request that BellSouth modify the loop. In these situations and as a chargeable option, BellSouth will use the Unbundled Loop Modification (ULM) process to modify the

BellSouth will use the Unbundled Loop Modification (ULM) process to modify the requested loop facility to ADSL—capable loop specifications. Additionally, the ULM product may be utilized by the CLEC to remove any bridged tap sections on loops already meeting the ADSL—capable loop specification.

BellSouth does not guarantee a particular bit—rate associated with these loops. The transmission and bit—rate speed of ADSL—type services are dependent on the CLEC's equipment.

7.7 DS1

7.7.1 Availability

This channel is available where DS1-capable facilities exist.

7.7.2 Interfaces

One balanced twisted pair shall be used for each direction of transmission.

The physical layer of the DS1 NI is consistent with the interface requirements delineated in the following specifications:

TR 73572 *Expanded Interconnection Service DS1 and DS3 Level Network Interface*

ANSI T1.403 *Network-and-Customer Installation - DS1 Metallic Interface*

TR 73572 defines the central office interface for Collocated transmission equipment with BST services. CLEC equipment that is connected to this offering shall meet the DSX-1 signal power limits specified in ANSI T1.102. BST will designate a meet point location within the central office where BST DS1 services will be terminated at the NI for interconnection to the CLEC transmission equipment.

ANSI T1.403 applies to end-user interfaces. End-user CPE that is connected to this offering shall meet the DS1 signal power limits in ANSI T1.403 and Part 68 of the FCC Rules. Interconnection at the DS1 End-User NI is through one of four Universal Service Order Code (USOC) connectors, RJ48C, RJ48X, RJ48M, RJ48H, as shown in ANSI T1.403 and Part 68 of the FCC Rules and Regulations as revised by Public Notice Numbers 4609 (September 21, 1988) and 4572 (October 3, 1988). The RJ48C or RJ48X jack is used for single DS1 line installations, and the RJ48M (8 DS1s) or RJ48H (12 DS1s) may be used for multiple circuit installations. These have a jack to the network and a plug from the CI installation. Alternatively, an appropriate DS1 rate digital cross connect panel may function as the interconnection arrangement at the NI.

7.7.3 Transport

This service enables full duplex 1.544 Mbps digital transmission and supports either Superframe (SF) or Extended Superframe (ESF) framing formats as specified in ANSI T1.403-1999. The service is available with either the AMI or B8ZS line codes as specified in ANSI T1.403-1999. This DS1 offering may be provisioned via a variety of loop transmission technologies, including, but not limited to, metallic facilities without signal

regeneration, metallic facilities with signal regeneration, metallic facilities with HDSL-based technology or fiber optic transport systems. The technology used will be based upon existing capacities and distance from the central office.

BST will conduct short-term bit-error-rate stress testing, as outlined in ANSI T1.510-1999, on each DS1 circuit during installation to insure proper circuit performance.

8. Unbundled Copper Loop

An Unbundled Copper Loop provides a dedicated, non−loaded all-metallic transmission facility from the BST Serving Wire Center MDF to the end user. A UCL will consist of one or two copper pairs that BST records indicate are non−loaded. The UCL will be offered in two versions: UCL/S (Short) and UCL/L (Long). The UCL/S is any copper loop less than or equal to 18kf in length. In addition, up to 6kf of bridged tap may be included on the facility. The UCL/L is any copper loop longer than 18kf.

The loop is not intended to support any particular service and may be utilized by the CLEC to provide a wide-range of telecommunications services, so long as those services do not adversely affect BST's network.

8.1 Availability

This channel is not available when DLC is employed. This channel is not available if the loop facilities do not meet Resistance Design (RD) guidelines as defined in Telcordia SR-TSV-002275. With this service, metallic copper continuity is assured. BST will provide UCLs where they already exist in the BST network. BST is not obligated to provision UCL service in a non-copper area.

8.2 Interfaces

This service offering is available in a 2-wire or 4−wire interface.

8.3 Transport

For the UCL/S (Short) offering, the loop facility consists of only unloaded metallic facilities which BST records indicate meet Resistance Design guidelines. The loop resistance must not exceed 1300 Ω. The total allowable length of the loop is 18kf. An additional 6kf of bridged tap is allowed. BST will guarantee electrical continuity and capacitive balance.[2] The insertion loss of a pair meeting the RD guidelines shall not exceed 46 db at 40 kHZ, measured between 135 Ω terminations.

For the UCL/L (Long) offering, the loop facility consists of only non−loaded metallic facilities which BST records indicate are greater than 18kf. The loop resistance should not exceed 2800 Ω. In addition, up to 12kf of bridged tap may be included on the loop facility. On the UCL/L offering BST will only provide electrical continuity and balance.

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[2] BST considers a capacitive unbalance as high as 5% to be acceptable.

Pairs of this length typically have load coils or other-extending equipment. For a CLEC-requested loop facility that does not meet the UCL loop specifications due to the existence of load coils or excessive bridged tap, the CLEC may request that BellSouth modify the loop. In these situations and as a chargeable option, BellSouth will use the Unbundled Loop Modification (ULM) process to modify the requested loop facility to UCL loop specifications. Additionally, the ULM product may be utilized by the CLEC to remove any bridged tap sections on loops already meeting the UCL specifications.

BellSouth does not guarantee a particular bit-rate associated with these loops. The transmission and bit-rate speed of xDSL-type services are dependent on the CLEC's equipment.

9.   Unbundled Copper Loop Non-Designed

An Unbundled Copper Loop Non-Designed (UCL-ND) provides a dedicated 2-wire non-loaded all metallic transmission facility from BellSouth's Serving Wire Center (SWC) Main Distribution Frame (MDF) to the end user (including the NID).

An UCL-ND will consist of one copper pair that BellSouth records indicate is non-loaded with a resistance of 1300 Ω or less. The loop may have up to 6,000 feet of bridged tap between the end user's premises and the SWC. The exact resistance, length and bridged tap are not guaranteed due to the loop being non-designed. The UCL-ND will be assigned based on BellSouth's records indicating that the loop resistance will not be greater than 1300 Ω resistance and, in most cases, will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less that 1300 Ω resistance, the loop will provide a voice grade transmission channel typically suitable for acceptable transport of voice grade signals. Test points are not available with UCL-ND because this is a Non-Designed product.

9.1   Availability

This channel is not available when DLC or DAML is employed. This channel is not available if the loop records used for qualification shows a resistance greater than 1300 Ω and/or loaded facilities. With this service, metallic continuity is assured. BellSouth will provide UCL-NDs where they already exist in the BellSouth network. BellSouth is not obligated to provision UCL-ND service in a non-copper area.

9.2   Interfaces

This service offering is available in a 2-wire interface.

9.3   Transport

For the UCL-ND offering, the loop facility consists of only unloaded metallic facilities which BellSouth records indicate are 1300 Ω of resistance or less. There is no maximum loop length, however most loops inventoried as non-loaded 1300 Ω circuits will be less than 18,000 feet. An additional 6kft of bridged tap is allowed. BellSouth will guarantee electrical continuity and capacitive balance.

For a CLEC-requested loop facility that does not meet the UCL-ND loop specifications due to the existence of load coils or excessive bridged tap, the CLEC may request that

BellSouth modify the loop. In these situations and as a chargeable option, BellSouth will use the existing Unbundled Loop Modifications (ULM) process to modify the requested loop facility to UCL−ND loop specifications. Additionally, the ULM product may be utilized by the CLEC to remove any bridge tap sections on loops already meeting the UCL-ND specifications.

BellSouth does not guarantee a particular bit-rate associated with these loops. The transmission and bit-rate speed of xDSL type services are dependent on the CLEC's equipment.

10. Unbundled Sub-Loop

An Unbundled Sub-Loop (USL) is a non-design service providing a dedicated voice-frequency transmission facility from a customer's premise to a BST cross-connect device. The cross-connect device may be located within a remote terminal or a stand-alone cross-box in the field or in the equipment room of a building. This facility does include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire. This facility, which may be loaded, will allow an end user to send and receive telecommunications traffic when it is properly connected to a CLEC loop/feeder facility. The CLEC must provide a cable from its feeder system to the BST cross-connect device.

10.1 Availability

This service is available anywhere a CLEC chooses to place a feeder facility and connecting cable in proximity to an existing BST cross-connect device.

10.2 Interfaces

This service offering is available as a 2-wire or 4-wire interface.

10.3 Transport

This service will provide a copper pair capable of voice-frequency transmission from the feeder/distribution interface to the customer. This pair may contain load coils. BST does not provide any specific telecommunications services associated with a Sub-Loop. The requirements in Sections 3.6 apply to these loops. The loop resistance shall be less than 2800 Ω.

11. Unbundled Network Terminating Wire

An Unbundled Network Terminating Wire (UNTW) is a dedicated transmission facility that BST provides from the Wiring Closet/Garden Terminal, or other cross-connect type, at the point of termination of BST's loop distribution facilities, to the end user premises.

When properly connected to the CLEC's loop distribution and CLEC's Network Interface Device facilities, the offering will provide a communication pathway from the CLEC to the end user's inside wire.

This service does not include a Network Interface Device (NID).

11.1 Availability

In the states where BST has been ordered to provide sub-loop unbundling, this service is available anywhere a CLEC chooses to place a feeder distribution cable in proximity to an existing customer served by BST.

11.2 Interfaces

This service offering is available as a 2-wire or 4-wire interface.

11.3 Transport

This service will provide a copper pair from the BST distribution terminal to the customer. BST does not provide any specific telecommunications services associated with the UNTW. BST will only provide electrical continuity and balance. The requirements in Sections 3.6 apply to these loops.

12. Network Interface Device (NID) Access

NID Access is designed to allow a CLEC the opportunity to connect its loop to the inside-wiring portion of BST's Network Interface Device (NID). It is expected that the CLEC will provision a loop and a NID to the customer's location. The CLEC will perform a physical cross-connect of the inside wire to its loop, through BST's NID.

In those states where the PSC has allowed the CLEC to remove the BST loop from a BST NID where no spare terminal capacity exists, it will be the CLEC's responsibility to ensure that there is no safety hazard and must hold BST harmless for any liablilty associated with the CLEC's removal of the BST loop from the BST NID. The BellSouth drop wire is terminated on a protector which provides over–voltage protection within the NID. Therefore, the CLEC will use the following procedures to insure that the BST drop wire, disconnected from the outside NID, is adequately protected:

1.) The CLEC shall disconnect the drop wire and reconnect it to a nationally–recognized–testing–laboratory–listed station protector, which has been grounded as per Article 800 of the National Electrical Code, or;

2.) If the CLEC does not wish to accept this responsibility, other options exist in which BST installs a NID for the CLEC as a chargeable service.

13. Unbundled Sub-Loop Concentration

Unbundled Sub-Loop Concentration (USLC) will allow a CLEC to concentrate loop distribution elements provided by the CLEC on to multiple DS1s for the purpose of connecting the loop distribution elements, at a concentrated level, to BST's feeder facilities. This concentration will take place at an existing BST remote terminal where spare capacity exists. BST will transport the DS1s carrying the distribution circuits back to the Serving Wire Center for termination on a BST DSX panel and will ultimately terminate to the CLEC's collocation space in that SWC.

13.1 Availability

BST will offer this capability in all locations where capacity is available. If no capacity exists in the BST RT or cross-box, BST will utilize its special construction process to determine if an additional RT or cross-box can be placed near the existing RT or cross-box for increased capacity. If this cannot be done, BST will not be able to provide USLC in that area.

13.2 Interfaces

This service can be provisioned with either a TR008 or a TR303 interface. Each USLC will be dedicated to a single CLEC.

13.3 Transport

In order for the BST loop concentration system to perform properly, certain interface requirements into the concentration system must be observed.

The interface requirements into a loop concentration system are service dependent. For each CLEC-requested service to be placed through the concentration system, BST will provision appropriate channel units. All dc voltage, current and signal powers applied to each channel unit by the CLEC shall comply with extant industry documents related to that service.

The optional test circuit, commonly referred to as a dc test pair, offered with this service shall comply with the appropriate system (TR008 or TR303) testing requirements. The maximum dc voltage allowed on the test pair is 120 Vdc, with a maximum resulting current of 15 mA. The maximum allowable ac voltage is 60 Vac. This test circuit will be emulated with Tollgrade channel units using two channels of the concentrated carrier system.

14. Unbundled Loop Concentration

Unbundled Loop Concentration (ULC) will be offered as an expandable unit that concentrates unbundled loops up to a DS1 level circuit within the BST Serving Wire Center where the loops terminate onto the MDF for transport to the CLEC's collocation space. BST will allow UVL and UDL loops to be combined onto the ULC offering.

14.1 Availability

BST will offer this capability in all locations.

14.2 Interfaces

This service can be provisioned with either a TR008 or a TR303 interface. Each ULC will be dedicated to a single CLEC.

14.3 Transport

In order for the BST loop concentration system to perform properly, certain interface requirements into the concentration system must be observed.

The interface requirements into a loop concentration system are service dependent. For each CLEC-requested service to be placed through the concentration system, BST will

provision appropriate channel units. All dc voltage, current and signal powers applied to each channel unit by the CLEC shall comply with extant industry documents related to that service.

The optional test circuit, commonly referred to as a dc test pair, offered with this service shall comply with the appropriate system (TR008 or TR303) testing requirements. The maximum dc voltage allowed on the test pair is 120 Vdc, with a maximum resulting current of 15 mA. The maximum allowable ac voltage is 60 Vac. This test circuit will be emulated with Tollgrade channel units using two channels of the concentrated carrier system.

15. Electrical Disturbances

Unbundled Local Loops may be exposed to electrical surges from lightning and commercial power system disturbances. Despite protective devices on the MDF, some of these disturbances are likely to reach CLEC equipment. CLEC equipment shall be designed to withstand certain surges without being damaged, and shall fail in a safe manner under infrequent high stress.

The prevalent voltage-limiting device available for CO use is the 3-mil carbon block. The performance of these devices can best be characterized by a normal distribution function. The upper 3σ firing voltage is 1000 volts peak under surge conditions. The protector may also limit - to about 350 mA over extended periods - the current that is permitted to flow to equipment. In addition, a protective fuse cable located outside the CO incorporating 24 or 26 AWG conductors to coordinate with the protector, serves to limit current to safe levels in the event of prolonged operation of the protector during power fault conditions.

16. ANNEX A - Characteristics of Tie Cable(s) And/or Wiring Component

The cabling and/or wire between the MDF interface and the collocated CLEC equipment (if any) is not a component of the Unbundled Local Loop. It is an unbundled element. The following specifications apply:

- The total length should be less than 1500 feet.

- The dc resistance should be less than 80 Ω.

- The insertion loss, measured between 900 Ω terminations at 1 kHz, should be 0.5 dB or less.

- The noise shall be 15 dBrnC or less.

DSX-1 Cross-connect

- The total length of all DSX-1 cross-connect wiring should be less than 85 feet of 22-gauge cable.

- The cabling between the equipment and the DSX-1 panels shall be built-out in each direction of transmission such that the overall cabling and build-out is the equivalent of 655 feet of 22-gauge ABAM cable.

17. ANNEX B - NC/NCI Codes

Network Channel (NC) and Network Channel Interface (NCI) codes are used to supplement ordering. These codes provide a shorthand notation of the interface and performance characteristics described in this document. This section may be used as a reference for NC and NCI codes to be used when ordering the services described in this document, which are services covered under the BellSouth Special Access Tariff.

17.1   Network Channel (NC) Codes

The Network Channel code is a representation used to identify non-switched channel services and to designate the channel parameters. Table 16.1 shows the format of the NC code. It is a four-character code that consists of a Channel Service Code and an Optional Feature Code. The Channel Service Code is a two-character code that indicates the channel service. This code is always filled in. The Optional Feature Code is a two-character code that indicates service options available for each channel service code. A hyphen (-) is used in positions 3 and 4 of the NC code to indicate the absence of features or options.

Table 17.1 Network Channel (NC) code format.

Field Identity	Channel Service Code		Optional Feature Code	
Character Position	1	2	3	4
Character Type	Alpha	alpha	Alphanumeric	Alphanumeric

17.2   Network Channel Interface (NCI) Codes

The Network Channel Interface (NCI) code designates five interface elements located at the Point of Termination (POT) or customer location. The interface elements are described below:

- **Total Conductors** is a two character numeric code (the first two characters of the NCI) that represents the total number of physical conductors required at the interface. This field is always filled.

- **Protocol** is a two character alpha code (positions 3 & 4) that indicates the transmission requirements. The protocols specified at either end of a circuit do not have to be the same, but they do have to be technically compatible. This field is always filled.

- **Impedance** is a one character alpha code (position 5) indicating the nominal impedance that terminates the channel. This field is always filled.

- **Delimiter** is either a period (.) or virgule (/) in position 6 that indicates the start of the protocol option code. If the option field is not coded, a double delimiter will be placed in character positions 6 and 7.

- **Protocol Options** is a one-to three—character alphanumeric code (positions 7 to 9) that indicates additional features of the protocol to be used. Protocol option codes are left justified in the field when fewer than three characters are used.

- **Delimiter** is either a period (.) or virgule (/) in position 10 if a three character protocol option code is used, or position 9 if a two character protocol option code is used, or position 8 if a single character protocol option code is used.

- **Transmission Level Point** (TLP) (last two positions after the second delimiter) is not used for unbundled loops at this time but may be used to indicate direction of service by some Local Transport Providers.

The following table illustrates the NCI code format:

Table 17.2 Network Channel Interface Code Format.

Field Identifier	Total Conductors	Protocol	Impedance	Delimiter	Protocol Options	Delimiter	TLP Level TX/RX
Character Position	1&2	3&4	5	6	7 to 9, left justified	8 or 9 or 10	last two positions
Code Type	Numeric	Alpha	Alpha	. or /	Alpha-Numeric	. or /	Alpha-Numeric

The following table provides the NC and NCI codes that apply to the services covered in this document.

Table 17.3 Network Channel/Network Channel Interface Code Format.

Service	NC	NCI At CLEC	SEC NCI at End User	Related TR73600 Section(s)
UVL–2W/SL1 (Loop Start)	TY––	N/A	N/A	4.1, 5.1, 6
UVL–2W/SL2 (Loop Start)	LY––	02QC3.OOD	02LS2	4.2, 5.2, 6
UVL–4W (Loop Start)	LY––	04QC2.OOD	04LS2	4.2, 5.2, 6
UVL–2W/SL2 (Grnd Start)	LY––	02QC3.OOB	02GS2	4.2, 5.3, 6
UVL–4W (Ground Start)	LY––	04QC2.OOB	04GS2	4.2, 5.3, 6
UVL–2W (Rev Batt)	LY––	02QC3.RVO	02RV2.T	4.2, 5.4, 6
UDL–4W/D0 (2.4 Kbs)	LY––	04QC5.OOJ	04DU5.24	7.2
UDL–4W/D0 (4.8 Kbs)	LY––	04QC5.OOK	04DU5.48	7.2
UDL–4W/D0 (9.6 Kbs)	LY––	04QC5.OOL	04DU5.96	7.2
UDL–4W/D0 (19.2Kbs)	LY––	04QC5.OOM	04DU5.19	7.2
UDL–4W/D0 (56 Kbs)	LY––	04QC5.OOP	04DU5.56	7.2
UDL–4W/D0 (64 Kbs)	LY––	04QC5.OOQ	04DU5.64	7.2
UDL–2W/I (BR ISDN)	LY––	02QC5.OOS	02IS5	7.3
UDL–2W/UDC	LXT–	02QC5.OOS	02IS5	7.4
UDL–2W HDSL	LXC–	02QB9.00H	02DU9.00H	7.5
UDL–4W HDSL	LXC–	04QB9.00H	04DU9.00H	7.5
UDL–2W ADSL	LXR–	02QB9.00A	02DU9.00A	7.6
UCL/S–2W	LX–N	02QC3.OOF	02NO2	8
UCL/S–4W	LX–N	04QC3.OOF	04NO2	8
UCL/L–2W	LX––	02QC3.OOF	02NO2	8
UCL/L–4W	LX––	04QC3.OOF	04NO2	8
UCL–ND	LXT–	N/A	N/A	9
UDL–4W/DS1/ISDN	HC–– (AMI–SF) HCD– (AMI ESF) HCZ– (B8ZS–SF) HCE– (B8ZS–ESF)	04QB9.11	04DU9.BN (AMI–SF) 04DU9.1KN (AMI–ESF) 04DU9.DN (B8ZS–SF) 04DU9.1SN (B8ZS–ESF)	7.7
UCL–2W	LY––	02QC3.OOF	02NO2	8
USL–2W	TX––	N/A	N/A	10
USL–4W	TX––	N/A	N/A	10
UNTW–2W	TX––	N/A	N/A	11
Unbundled Loop Concentration (ULC)/ Unbundled Sub–Loop Concentration (USLC)	HCKA (TR008 Non–Con AMI/SF) HCKB (TR008 Non–Con B8ZS/SF) HCKC (TR008 Non–Con B8ZS/ESF) HCKD (TR008 Concent. AMI/SF) HCKE (TR008 Concent. B8ZS/SF) HCKF (TR008 Concent. B8ZS/ESF) HCLA (TR303 B8ZS/ESF)	04QB9.11	N/A	13, 14
ULC/USLC Test Ckt	LY––	04QB9.11	02DC2	13, 14

PLEASE HELP US

Please take a minute to provide us with feedback about this Technical Reference by completing the questions below. BellSouth is interested in receiving comments and suggestions to improve the quality of our publications. We will reply to your feedback individually, and appreciate your taking time to complete this form.

Technical Reference TR 73600

Why did you order this document (please check appropriate box)?

General Reference _____

Product Development _____

Service Development _____

Other (please explain) _____

Did this document provide the technical information you needed?   Yes _____   No _____

Was the information presented logically and clearly?   Yes _____   No _____

How could this document be improved? _____

_____

_____

_____

_____

Your name: _____

Position: _____

Company: _____

Address: _____

_____

_____

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Birmingham, AL 35244–1201

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BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 001305-TP
Exhibit JDH-23

Transmittal Cover Sheet for Hendrix Exhibit JDH-23

This Exhibit Consists of 2 pages

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

March 29, 1999

Mr. Olukayode Ramos
President and CEO
Supra Telecommunications & Information Systems, Inc.
2620 SW 27ᵗʰ Avenue
Miami, FL 33133-3001

Dear Mr. Ramos:

Pursuant to the provisions of the Resale Agreement between BellSouth
Telecommunications, Inc. ("BellSouth") and Supra Telecommunications and Information
Systems, Inc. ("Supra"), dated June 1, 1997, and in accordance with Sections 251 and 252
of the Telecommunications Act of 1996, the terms of this agreement expire May 31, 1999.

Section 1B of this agreement obligates either party to provide notice of its intent not to
renew the agreement, in writing, to the other party no later than 60 days prior to the end of
the existing contract period. Therefore, either party must serve its notice to the other party
prior to March 31, 1999. Accordingly, please consider this correspondence as official
notification that BellSouth does not wish to continue under the terms of your present Resale
Agreement beyond the expiration date of May 31, 1999.

Likewise, pursuant to the provisions of the Interconnection Agreement between BellSouth
Telecommunications Inc. and Supra Telecommunications and Information Systems, Inc.,
dated October 23, 1997, and in accordance with Section 251 and 252 of the
Telecommunications Act of 1996, the terms of this agreement will expire on October 22,
1999.

This agreement provides in Section 2.2 that, "The parties agree that by no later than one
hundred and eighty (180) days prior to the expiration of this agreement, they shall
commence negotiations with regard to the terms, conditions and prices of local
interconnection to be effective beginning on the expiration date of this agreement." Hence,
either party must notify the other party of its desire to begin negotiations prior to April 26,
1999. This correspondence will serve as notification from BellSouth to Supra of its desire
to begin renegotiating the Interconnection Agreement between our companies.

Finally, pursuant to the terms of the Collocation Agreement between BellSouth
Telecommunications, Inc. and Supra Telecommunications and Information Systems, Inc.,
dated July 24, 1997, and in accordance with section 251 and 252 of the
Telecommunications Act of 1996, this agreement will expire on July 23, 1999.

This agreement does not obligate either party to begin renegotiations by a certain date or state a specific date to notify the other party of its intent to terminate. If Supra desires to continue to collocate with BellSouth a new agreement will need to be in place prior to July 23, 1999. Hence, please accept this correspondence as official notification to Supra of BellSouth's desire to begin negotiating a new Collocation Agreement.

Accordingly, in the interest of practicality, BellSouth would like to negotiate one Agreement for interconnection, resale and collocation. This one agreement will supercede the Interconnection Agreement, Resale Agreement, and the Collocation Agreement set to expire in June, July and October respectively.

As such, enclosed is a copy of an Interconnection Agreement that BellSouth would like to use as a basis for a new agreement between our companies. Once you have had the opportunity to review this document, please contact me to discuss any questions or comments you have relative to this Agreement.

Sincerely,

Pat Finlen
Manager, Interconnection Services

Cc: Parkey Jordan, Esq.
    Nancy White, Esq.
    Jerry Hendrix, Director – Interconnection Services
    Michael Willis, Manager – Interconnection Services

Enclosure

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 001305-TP
Exhibit JDH-24

Transmittal Cover Sheet for Hendrix Exhibit JDH-24

This Exhibit Consists of 1 pages

Supra Telecom

May 21, 1999

Via Facsimile & U.S. Mail

Mr. Patrick Finlen
Manager, Interconnection Services
BellSouth Interconnection Services
675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Dear Mr. Finlen:

Supra Telecom acknowledges receipt of BellSouth's notice of intent not to renew the Resale Agreement or the Collocation and Interconnection Agreements which are due to expire May 31, July 23 and October 22, 1999, respectively.

Consequently, Supra Telecom hereby adopts the entire State of Florida Interconnection Agreement negotiated between MCIm and BellSouth, dated June 19, 1997, for a term of three years. This includes all exhibits and amendments that have been negotiated and executed to date between the parties.

Supra Telecom will notify the Florida Public Service Commission of the adoption of said agreement. If you have any questions, you may call Angel Leiro of my staff at (305) 476-4230.

Sincerely,

David V. Dimlich   on behalf of
General Counsel

cc: Olukayode A. Ramos, Chairman & CEO
       Wayne Stavanja, V-P Regulatory Relations

Exhibit PCF-36
Page 1 of 1

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 001305-TP
Exhibit JDH-25

Transmittal Cover Sheet for Hendrix Exhibit JDH-25

This Exhibit Consists of 2 pages

⊕ BELLSOUTH

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

May 28, 1999

Mr. David V. Dimlich
General Counsel
Supra Telecommunications & Information Systems, Inc.
2620 SW 27ᵗʰ Avenue
Miami, FL 33133

Dear Mr. Dimlich:

This is to acknowledge receipt of your letter of May 21, 1999 regarding the request of Supra Telecommunications & Information Systems, Inc. ("Supra Telecom") to adopt the BellSouth/MCIm Interconnection Agreement for the state of Florida, dated June 19, 1997. This adoption would include "all exhibits and amendments that have been negotiated and executed to date" between BellSouth and MCIm.

BellSouth is amenable to your request, however, when adopting an agreement, as you've requested, you must also adopt the term of that agreement. Therefore, the term of an agreement between Supra Telecom and BellSouth adopting the BellSouth/MCIm Interconnection Agreement will be the same as set forth in Section 3 of the BellSouth/MCIm Interconnection Agreement. This will mean the agreement Supra Telecom and BellSouth enter into would expire on June 18, 2000, with renegotiations to commence no later than December 21, 1999.

Another issue that needs to be resolved is Supra Telecom's desire to only have a Florida agreement to replace its existing nine (9) state agreements (Collocation, Resale, and Interconnection). The BellSouth/MCIm Interconnection Agreement for the State of Florida is applicable only to Florida and is subject to adoption only for Florida. Thus, BellSouth and Supra Telecom will still have to negotiate an agreement(s) for the remaining eight (8) states in the BellSouth region, or Supra will have to adopt other agreements available in the other respective eight (8) states.

Please let me know if you still wish to adopt the BellSouth/MCIm agreement for Florida. If so, I will send you the adoption agreement for execution and filing with the appropriate Florida Public Service Commission. I can be reached at (404) 927-8389.

Sincerely,

Pat Finlen
Manager, Interconnection Services

Cc: Parkey Jordan, Esq.
Nancy White, Esq.
Jerry Hendrix, Senior Director – Interconnection Services
Michael Willis, Manager – Interconnection Services

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 001305-TP
Exhibit JDH-26

Transmittal Cover Sheet for Hendrix Exhibit JDH-26

This Exhibit Consists of 1 page

Supra Telecom

August 20, 1999

<u>Via Facsimile & U.S. Mail</u>

Mr. Patrick Finlen
Manager, Interconnection Services
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Dear Mr. Finlen:

As a follow-up to our recent discussions and negotiations toward a new interconnection agreement, Supra Telecom hereby confirms its intent to adopt the State of Florida Interconnection Agreement between AT&T and BellSouth, dated June 10, 1997. This includes all exhibits and amendments that have been negotiated and executed to date between the parties.

As we discussed, Supra Telecom wishes to amend the original agreement only to reflect use of the TAG interface. Supra Telecom will not request use of, or participate in the development of, the EC-Lite interface described in the agreement between AT&T and BellSouth.

Mr. Olukayode Ramos will execute the adoption of said agreement between BellSouth and Supra. Please send all documents to Mr. Ramos at 2620 S.W. 27th Avenue, Miami, FL 33133. If you have any questions, you may call me at (850) 402-0510.

Sincerely,

Wayne L. Stavanja
VP – Regulatory Relations

c: Olukayode A. Ramos, Chairman & CEO
      Mark Buechele, General Counsel

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 001305-TP
Exhibit JDH-27

Transmittal Cover Sheet for Hendrix Exhibit JDH-27

This Exhibit Consists of 14 pages

NANCY B. WHITE
General Counsel–Florida

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

January 31, 2001

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

Re: **001305-TL (Supra Arbitration)**

Dear Ms. Bayó:

In accordance with the Commission Staff's directive in the above captioned matter, attached is BellSouth's list of proposed language per issue. Cites are either to the draft interconnection agreement attached to BellSouth's Petition for Arbitration or to Exhibit "A" attached hereto.

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,
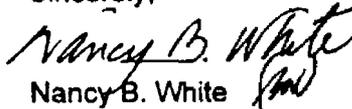
Nancy B. White

cc: All parties of record
    Wayne Knight
    Diana Caldwell
    Marshall M. Criser III
    R. Douglas Lackey

BELLSOUTH'S LANGUAGE PROPOSALS
SUPRA ARBITRATION

ISSUE	BST PROPOSAL
1.	§16, GTC
2.	§18.4, GTC
3.	§21.1, GTC
4.	§24.15.1, GTC
5.	§3.15, Att 1
6.	Withdrawn
7. & 8.	§§3.21 & 3.25, Att 1; §2.5, Att 5
9.	§2.1, Att 1
10.	No language is necessary.
11.	No language is necessary.
12.	No language is necessary.
13.	§5.3.1.1, Att 3
14.	§5.3.1.2 – 5.3.1.5, Att 3
15.	Att 9
16.	No language is necessary.
17.	§11.1, GTC
18.	Rates for: (1) Resale: Att, 1 Ex A & Ex C; (2) Network Elements: Att 2, Ex C; (3) Interconnection: Att 3, Ex A; (4) Collo: Att 4, Ex A; (5) LNP/INP: Att 5, Ex A; (6)Billing Records: Att 6, Ex A
19.	§5.3.1.1, Att 3
20.	No language is necessary.

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21.	§2.7.1, Att 2
22.	Ex A, Att 2
23.	No language is necessary.
24.	No language is necessary.
25(a)/(b)	See Exhibit A
26.	No language is necessary.
27.	§1.7 – 1.8, Att 3
28.	§5.2.3.2, Att 2
29.	§6.3.1.2, Att 2
30.	Withdrawn
31.	See Exhibit A
32.	No language is necessary.
33.	See Exhibit A
34.	§3.8, Att 2
35.	§11.2, Att 4
36.	Withdrawn
37.	Withdrawn
38.	§ 1.1, Att 7
39.	No Language is necessary.
40.	See Exhibit A
41.	§12, GTC
42.	See Exhibit A
43.	Withdrawn

44.	§5, GTC
45.	No Language is necessary.
46.	§1.1, Att 7
47.	No Language is necessary.
48	§2, Att 6; Exhibits B, C and D, Att 6
49	See Exhibit A
50.	Withdrawn
51.	§3.16, Att 1
52.	§1.1, §3.1, Att 1
53.	§2.8, Att 2
54.	Withdrawn
55.	No Language is necessary.
56.	Withdrawn
57.	See Exhibit A
58.	Withdrawn
59.	See Exhibit A
60.	See Exhibit A
61.	No Language is necessary.
62.	§3.15, Att 7
63.	§1.17.2, et seq., Att 6
64.	Withdrawn
65.	§10, GTC
66.	No Language is necessary.

Exhibit A

ISSUE   LANGUAGE

25(a)/(b)

[MCI settlement language]   When Supra orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of Supra's network for purposes of calculating reciprocal compensation and switched access charges, subject to the terms of this Section. Where Supra utilizes BellSouth's unbundled switching, then for local transit traffic originated by a third party and terminated to an Supra end user, Supra shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, Supra is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where Supra utilizes Bellsouth's unbundled switching and where BellSouth does not bill Supra for the terminating usage on that unbundled switching.

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[AT&T settlement language] When BellSouth provides the local circuit switching, BellSouth will provide to SUPRA, upon request, customized routing (selective routing) of calls: (i) to a requested directory assistance services platform; (ii) to a requested operator services platform; (iii) for SUPRA's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by SUPRA or (iv) to a repair center. SUPRA end users may use the same dialing arrangements as BellSouth end users. BellSouth shall allow SUPRA to commingle local and toll OS and/or DA traffic on existing OS and/or FGD trunks. Customized routing will include but not be limited to the customized routing of inter-switch traffic on a wire center basis to a port other than the standard routing used by BellSouth.

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[BellSouth offers the following language] In those instances where the Loop facilities available to serve the end user passes through a digital Loop carrier equipment located between the end user premises and the serving network locations and such equipment prevents SUPRA from deploying xDSL capabilities of equivalent quality to those offered by BellSouth or its affiliates, to the extent technically feasible BellSouth must provide SUPRA with the following options: a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by SUPRA; access to a Loop facility and appropriate collocation space in the remote terminal; and a Loop equipped by BellSouth with all electronics, including but not limited to ATM transport, necessary to provide xDSL

capabilities of equivalent quality to those deployed by BellSouth or its affiliates.

40

[BellSouth proposes the following language] If a Supra end user subscribes to Supra provided voice mail and messaging services, BellSouth shall redirect incoming calls to the Supra system based upon presubscribed service arrangements (e.g., call forward/busy, call forward/don't answer, number of rings) through dedicated trunks provided by Supra. In addition, where BellSouth's switch has the capability, BellSouth shall provide Interoffice Simplified Message Desk Interface, also known as Standard Message Desk Interface-Enhanced, ("ISMDI") interface to the Supra system and shall support the Inter-switch Voice Messaging Service ("IVMS") capability. ISMDI and IVMS must be purchased under BellSouth's general subscriber services tariff.

42

[AT&T settlement language] The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to SUPRA and must be a valid calendar date. Bills should not be rendered for any charges which are incurred under this agreement on or before one (1) year proceeding the bill date. However, both Parties recognize that situations exist which would · necessitate billing beyond the one (1) year limit, as permitted by law. These exceptions are: (1) charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party; and (2) charges incorrectly billed due to error in or omission of customer provided data such as PIU and PLU factors, or other ordering data. Both Parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement which might be negotiated between the Parties.

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[BellSouth proposes the following language]

High Frequency Spectrum Network Element

3.1

General

3.1.1

BellSouth shall provide SUPRA access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit D.

3 1.2

The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow SUPRA the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version

of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230. BellSouth will continue to have access to the low frequency portion of the Loop spectrum up to 3400 Hertz for the purposes of providing voice service. SUPRA shall only use xDSL technology that is within the PSD mask parameters set forth in ANSI T1.413 or other applicable industry standards. SUPRA shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable industry technical specifications and standards.

3.1.3   Access to the High Frequency Spectrum is only available on an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to SUPRA in accordance with the Unbundled Loop Modification process set forth in Section 2.2 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency Spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If SUPRA requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, SUPRA shall pay . for the loop to be restored to its original state.

3.2   Provisioning of High Frequency Spectrum and Splitter Space

3.2.1   BellSouth will provide SUPRA with access to the High Frequency Spectrum as follows:

3.2.1.1   To order High Frequency Spectrum on a particular Loop, SUPRA must have a DSLAM collocated in the central office that serves the end-user of such Loop. SUPRA may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install splitters within forty-two (42) calendar days of SUPRA's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

3.2.1.2   Once a splitter is installed on behalf of SUPRA in a central office in which SUPRA is collocated, SUPRA shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

3.2.1.2.1   BellSouth will bill and SUPRA shall pay the electronic or manual ordering charges, as applicable, when SUPRA orders High Frequency Spectrum for end-user service.

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3.2.1.3   BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide SUPRA access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to SUPRA's xDSL equipment in SUPRA's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide SUPRA with a carrier notification letter, informing SUPRA of change. SUPRA shall purchase ports on the splitter in increments of 24 ports.

3.2.1.4   BellSouth will install the splitter in (i) a common area close to the SUPRA collocation area, if possible; or (ii) in a BellSouth relay rack as close to the SUPRA DS0 termination point as possible. SUPRA shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for SUPRA on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified SUPRA DS0 at such time that a SUPRA end user's service is established.

3.2.1.5   The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the even BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and SUPRA desires to continue providing xDSL service on such loop, SUPRA shall be required to purchase a full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give SUPRA notice in a reasonable time prior to disconnect, which notice shall give SUPRA an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and SUPRA purchases the full stand-alone loop, SUPRA may elect the type of loop it will purchase. SUPRA will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit D to this Attachment. In the event SUPRA purchases a voice grade loop, SUPRA acknowledges that such Loop may not remain xDSL compatible.

3.2.1.6   Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.3   Ordering

3.3.1   BellSouth will provide SUPRA the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.3 2 BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When SUPRA submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide SUPRA with access to the High Frequency Spectrum at the following target intervals:

3.3.2.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.3.3 BellSouth will provide to SUPRA BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.   .

3.3.4 BellSouth will provide SUPRA access to Loop Makeup (LMU), in accordance with the terms of this Agreement.

3.3.5 BellSouth shall bill and SUPRA shall pay the rates for the High Frequency Spectrum, as described in [Attachment A hereto.]

3.4 Maintenance and Repair

3.4.1 SUPRA shall have access for repair, and maintenance purposes to any loop for which it has access to the High Frequency Spectrum. SUPRA may access the loop at the point where the combined voice and data signal exits the central office splitter.

3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. SUPRA will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.4.3 SUPRA shall inform its end users to direct data problems to SUPRA, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.

3.4.5 In the event SUPRA's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify SUPRA and allow twenty-four (24) hours for SUPRA to cure the

trouble. If SUPRA fails to resolve the trouble, BellSouth may discontinue SUPRA's access to the High Frequency Spectrum on such loop.

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LINE SHARING		Florida
2-Wire analog VG (SL1) for Line Sharing		
RC - per month (Note 3) **		TBD
NRC - 1st (Note 3) **		TBD
NRC - Add'l (Note 3) **		TBD
System Splitter - 96 Line Capacity		
RC - Per month **	ULSDA	$100.00
NRC - 1st **	ULSDA	$150.00
NRC - Addl **	ULSDA	$0.00
NRC - Disconnect 1st **	ULSDA	$150.00
NRC - Disconnect Add'l **	ULSDA	$0.00
System Splitter - 24 Line Capacity		
RC - Per month **	ULSDB	$25.00
NRC - 1st **	ULSDB	$150.00
NRC - Addl **	ULSDB	$0.00
NRC - Disconnect 1st **	ULSDB	$150.00
NRC - Disconnect Add'l **	ULSDB	$0.00
Loop Capacity, Line Activation Per Occurrence		
RC - Per Month **	ULSDC	$6.00
NRC - 1st **	ULSDC	$40.00
NRC - Addl **	ULSDC	$22.00
NRC - Service Order submitted Electronically, per LSR	SOMEC	$2.75
NRC - Setvice Order submitted Electronically, per LSR – Disconnect	SOMEC	$0.42
NRC - Service Order submitted Manually, per LSR	SOMAN	$21.56
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	$3.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Subsequent Activity - Per Occurrence		
NRC - 1st **	ULSDS	$30.00
NRC - Addl **	ULSDS	$15.00
* Interim Rates subject to true-up		
** TN rates are interim and subject to true-up.		
NOTES:		

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		1	In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
		2	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems In order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.
		3	The recurring interim and nonrecurring interim rates in TN for 2-Wire analog VG (SL1) for Line Sharing is for a stand-alone loop purchased by CLEC-1 to provide both analog voice service and xDSL services or in the event CLEC-1 wishes to continue providing xDSL services to an end-user who terminates its BellSouth-provided voice service. These rates apply when CLEC-1 purchases the splitter from BellSouth.

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CERTIFICATE OF SERVICE

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

FACSIMILE and U.S. Mail this 31st day of January, 2001 to the following:

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