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August 22, 2001

Mrs. Blanca S. Bayó  
Director, Division of the Commission  
Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

001305-TP


Re: Docket No. ~~001097-TP~~ (Supra Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Prehearing Statement which we ask that you file in the above-referenced matter.

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,

  
T. Michael Twomey (KA)

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
T. Michael Twomey

DOCUMENT NUMBER - DATE

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**CERTIFICATE OF SERVICE  
Docket No. 001305-TP**

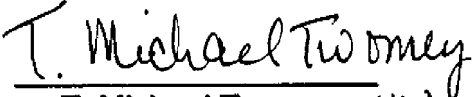
I HEREBY CERTIFY that a true and correct copy of the foregoing was served

Federal Express this 22<sup>nd</sup> day of August, 2001 to the following:

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T. Michael Twomey  
T. Michael Twomey (KA)

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Arbitration of the Interconnection )  
Agreement Between BellSouth Telecommunications, ) Docket No. 001305-TP  
Inc. and Supra Telecommunications & Information )  
1.System, Inc., Pursuant to Section 252(b) of the ) Filed: August 22, 2001  
Telecommunications Act of 1996. )  
\_\_\_\_\_ )

**PREHEARING STATEMENT OF  
BELLSOUTH TELECOMMUNICATIONS, INC.**

BellSouth Telecommunications, Inc. ("BellSouth") submits this Prehearing Statement in compliance with the Order Establishing Procedure (Order No. PSC-01-1401-PCO-TP), issued on June 28, 2001, and the Supplemental Order Establishing Procedure (Order No. PSC-01-1475-PCO-TP), issued on July 13, 2001.

**A. Witnesses**

BellSouth proposes to call the following witness to offer testimony on the issues in this docket:

<u>Witness</u>	<u>Issue(s)</u>
Jerry D. Hendrix (Direct and Rebuttal)	A
Cynthia K. Cox* (Direct and Rebuttal)	1, 4, 7, 9-29, 31, 32, 44, 45, 49, 51, 52, 59, 63, 65, and 66.
Clyde L. Greene (Direct and Rebuttal)	41, 42, and 48
Jerry Kephart (Direct and Rebuttal)	10, 28, 33-35, 40, and 53
Ronald M. Pate (Direct and Rebuttal)	5, 38, 46, 47, 51, 55, 57, and 60-62

\* Ms. Cox adopted the Pre-filed Direct Testimony of Mr. John Ruscilli.

BellSouth reserves the right to call additional witnesses to respond to Commission inquiries not addressed in direct or rebuttal testimony and witnesses to address issues not presently designated that may be designated by the Prehearing Officer at the prehearing conference to be held on September 18, 2000. BellSouth has listed the witnesses for whom testimony has been filed, but reserves the right to supplement that list if necessary.

**B. Exhibits**

Jerry D. Hendrix	JDH-1 (Direct)
	JDH-2 (Direct)
	JDH-3 (Direct)
	JDH-4 (Direct)
	JDH-5 (Direct)
	JDH-6 (Direct)
	JDH-7 (Direct)
	JDH-8 (Direct)
	JDH-9 (Direct)
	JDH-10 (Direct)
	JDH-11 (Direct)
	JDH-12 (Direct)
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	JDH-16 (Direct)
	JDH-17 (Direct)
	JDH-18 (Direct)
	JDH-19 (Direct)
	JDH-20 (Direct)
	JDH-21 (Rebuttal)
	JDH-22 (Rebuttal)
	JDH-23 (Rebuttal)
	JDH-24 (Rebuttal)
	JDH-25 (Rebuttal)
	JDH-26 (Rebuttal)
	JDH-27 (Rebuttal)

Cynthia K. Cox	JAR-1 (Direct) JAR-2 (Direct)
Jerry Kephart	JK-1 (Direct) JK-2 (Direct) JK-3 (Direct)
Ronald M. Pate	RMP-1 (Direct) RMP-2 (Direct) RMP-3 (Direct) RMP-4 (Direct) RMP-5 (Direct) RMP-6 (Direct)

BellSouth reserves the right to file exhibits to any testimony that may be filed under the circumstances identified in Section "A" above. BellSouth also reserves the right to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

**C. Statement of Basic Position**

The Commission's goal in this proceeding is to resolve each issue in this arbitration consistent with the requirements of Section 251 of the Telecommunications Act of 1996 ("1996 Act"), including the regulations prescribed by the Federal Communications Commission ("FCC"). The Commission should adopt BellSouth's position on the remaining issues in dispute. BellSouth's position on these issues is reasonable and consistent with the 1996 Act, the applicable FCC rulings, and prior decisions of this Commission. The same cannot be said about the position advocated by Supra Telecommunications and Information Services, Inc. ("Supra").

**D. BellSouth's Position on the Issues<sup>1</sup>**

**Issue A: Has BellSouth or Supra violated the requirement to Commission Order PSC-01-1180-FOF-TI to negotiate in good faith pursuant to Section 252(b)(5) of the Act? If so, should BellSouth or Supra be fined \$25,000 for each violation of Commission Order PSC-01-1180-FOF-TI, for each day of the period May 29, 2001 through June 6, 2001?**

**Position:** Supra violated the Commission's Order No, PSC-01-1180-FOF-TI and should be fined for failing to negotiate in good faith during the period from May 29, 2001 through June 6, 2001. BellSouth has complied fully with the Commission's order.

**Issue 1: What are the appropriate fora for the submission of disputes under the new agreement?**

**Position:** The Commission should resolve disputes BellSouth and Supra arising under the parties' interconnection agreement. The Commission should reject Supra's request for a commercial arbitration clause.

**Issue 4: Should the Interconnection Agreement contain language to the effect that it will not be filed with the Florida Public Service Commission for approval prior to an ALEC obtaining ALEC certification from the Florida Public Service Commission?**

**Position:** The parties' agreement should include language stating that it will not be filed with the Commission for approval prior to an ALEC obtaining ALEC certification from the Commission.

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<sup>1</sup> Many of the issues in this proceeding raise legal, factual, and policy issues, or some combination thereof. Therefore, Parts (D), (E), and (F) of the Commission's Prehearing Order are addressed in a single identification and discussion of all outstanding issues. In addition, the identification of the BellSouth witness addressing each issue is included in Section (A), above.

**Issue 5: Should BellSouth be required to provide to Supra a download of all of BellSouth's Customer Service Records ("CSRs")?**

**Position:** Supra is entitled to view customer service records only for those records where the end-user customer has given specific permission to do so. Thus, BellSouth is unwilling to provide a download of the BellSouth customer service records. Providing Supra with a download of all CSRs, without authorization, of each and every BellSouth customer would constitute a breach of confidentiality and privacy.

**Issue 7: Which end user line charges, if any, should Supra be required to pay BellSouth?**

**Position:** BellSouth is entitled to charge Supra the end user line charge associated with implementation of local number portability when Supra purchases unbundled switching from BellSouth or resells BellSouth's service. See 47 C.F.R. § 52.33(a)(1)(ii). Furthermore, Supra should be required to pay end user common line charges. FCC Rule 51.617(a) clearly states that ILECs shall assess the end user common line charge upon resellers.

**Issue 9: What should be the definition of ALEC?**

**Position:** The parties' agreement should contain the same definition for ALEC that is contained in Florida Statute 364.02. That statute defines "Alternative local exchange telecommunications company" to mean any company certificated by the commission to provide local exchange telecommunications services in this state on or after July 1, 1995.

**Issue 10: Should the rate for a loop be reduced when the loop utilizes Digitally Added Main Line (DAML) equipment?**

Position: The unbundled loop rates the Commission recently approved in the UNE cost docket (Docket No. 990649-TP) are appropriate and do not require any adjustment to recognize the use of DAML equipment.

**Issue 11A: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of disputed charges?**

Position: The parties should be permitted to withhold payment of disputed charges.

**Issue 11B: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of undisputed charges?**

Position: The parties should not be permitted to withhold payment of undisputed charges, even if other charges are disputed.

**Issue 12: Should BellSouth be required to provide transport to Supra Telecom if that transport crosses LATA boundaries?**

Position: A plain reading of Section 271 of the Act reveals that BellSouth is prohibited from providing interLATA facilities or services to Supra or any other carrier.

**Issue 13: What should be the appropriate definition of “local traffic” for purposes of the parties’ reciprocal compensation obligations under Section 251(b) (5) of the 1996 Act?**

Position: The dispute between the parties on this issue concerns reciprocal compensation for ISP-bound traffic. This issue cannot be arbitrated in this proceeding. On April 27, 2001, the FCC issued its Order on Remand and Report and Order, FCC 01-131, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 96-98, and CC Docket No. 99-68 (“Order on Remand”). In this Order, the FCC affirmed its earlier conclusion that ISP-



bound traffic is predominantly interstate access traffic that is not subject to the reciprocal compensation obligations of section 251(b)(5) but is within the jurisdiction of the FCC under section 201 of the Act. (Order at 1). The FCC made it clear that because it has now exercised its authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, state commissions no longer have the authority to address this issue. (Order at 82).

**Issue 14: Should BellSouth pay reciprocal compensation to Supra Telecom where Supra Telecom is utilizing UNEs to provide local service for the termination of local traffic to Supra's end users? If so, which end user line charges should Supra be required to pay BellSouth?**

**Position:** The purpose of reciprocal compensation is to recover the costs incurred by the terminating carrier for utilizing its network. Because BellSouth does not charge Supra the end office switching rates when a BellSouth customer places a local call to a Supra end user, and Supra does not have its own network, Supra incurs no cost in terminating that call. Thus, reciprocal compensation is not appropriate.

**Issue 15: What Performance Measurements should be included in the Interconnection Agreement?**

**Position:** This issue will be decided in the Commission's generic Performance Measurement, Docket No. 000121-TP. The Commission convened that proceeding to consider the very issues Supra seeks to arbitrate in this docket. The generic docket is the appropriate vehicle for collaborating on the set of performance measures appropriate to the ALEC industry in Florida. Performance measures should not be decided in individual ALEC arbitration proceedings. Since all ALECs in Florida, including Supra, had the opportunity to participate in

this docket, this Commission should require Supra to abide by the Commission's decision in the generic performance measurement docket.

**Issue 16: Under what conditions, if any, may BellSouth refuse to provide service under the terms of the Interconnection Agreement**

**Position:** In order to incorporate new or different terms, conditions or rates into the parties Agreement, it is imperative that an Amendment be executed. When an ALEC notifies BellSouth that it wishes to add something to or modify something in its Agreement, BellSouth negotiates an Amendment with that ALEC. Not only is this BellSouth's practice, the Act requires that BellSouth and ALECs operate pursuant to filed and approved interconnection agreements.

**Issue 17: Should Supra be allowed to engage in "truthful" comparative advertising using BellSouth's name and marks? If so, what should be the limits of that advertising, if any?**

**Position:** BellSouth's proposed language allows use of the other party's name in comparative advertising so long as the reference is "truthful and factual, does not infringe any intellectual property rights of the other Party and otherwise complies with all applicable laws." Moreover, Supra's use of BellSouth's name and trademarks should be subject to any applicable court orders relevant to this issue.

**Issue 18: What are the appropriate rates for the following services, items or elements set for in the proposed Interconnection Agreement?**

- (A) Resale
- (B) Network Elements
- (C) Interconnection
- (D) Collocation
- (E) LPN/INP

- (F) **Billing Records**
- (G) **Other**

Position: The rates the Commission established in its May 25, 2001 Order in Docket No. 990649-TP are the rates that should be incorporated into the Agreement. For collocation rates and other rates not addressed in that docket, BellSouth's tariffed rates, which are cost-based, should be incorporated into the Agreement. With regard to line sharing, the rates the Commission established in the MCI arbitration decision (Docket No. 00-0649) be incorporated into Supra's Agreement.

**Issue 19: Should calls to Internet Service Providers be treated as local traffic for the purposes of reciprocal compensation?**

Position: This issue cannot be arbitrated in this proceeding for the reasons set forth in Issue 13, above.

**Issue 20: Should the Interconnection Agreement include validation and audit requirements which will enable Supra Telecom to assure the accuracy and reliability of the performance data BellSouth provides to Supra Telecom?**

Position: This issue will be decided in the Commission's generic Performance Measurement, Docket No. 000121-TP. The Commission convened that proceeding to consider the very issues Supra seeks to arbitrate in this docket. The generic docket is the appropriate vehicle for collaborating on the set of performance measures appropriate to the ALEC industry in Florida. Performance measures should not be decided in individual ALEC arbitration proceedings. Since all ALECs in Florida, including Supra, had the opportunity to participate in

this docket, this Commission should require Supra to abide by the Commission's decision in the generic performance measurement docket.

**Issue 21: What does "currently combines" means as that phrase is used in 47 C.F.R.§ 51.315(b)?**

**Position:** BellSouth will provide combinations to Supra at cost-based rates if the elements are, in fact, already combined in BellSouth's network. That is, BellSouth will make combinations of UNEs available to Supra consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules.

**Issue 22: Under what conditions, if any, may BellSouth charge Supra Telecom a "non-recurring charge" for combining network elements on behalf of Supra Telecom?**

**Position:** BellSouth will provide combinations to Supra at cost-based rates if the elements are, in fact, already combined in BellSouth's network. That is, BellSouth will make combinations of UNEs available to Supra consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules.

**Issue 23: Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network? If so, what charges, if any, should apply?**

**Position:** BellSouth will provide combinations to Supra at cost-based rates if the elements are, in fact, already combined in BellSouth's network. That is, BellSouth will make combinations of UNEs available to Supra consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules.

**Issue 24:**     **Should BellSouth be required to combine network elements that are not ordinarily combined in its network? If so, what charges, if any, should apply?**

**Position:**     BellSouth will provide combinations to Supra at cost-based rates if the elements are, in fact, already combined in BellSouth's network. That is, BellSouth will make combinations of UNEs available to Supra consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules.

**Issue 25A:**     **Should BellSouth charge Supra Telecom only for UNEs that it orders and uses?**

**Position:**     Supra should pay for UNEs it orders and BellSouth provisions.

**Issue 25B:**     **Should UNEs ordered and used by Supra Telecom be considered part of its network for the purposes of reciprocal compensation, switched access charges and inter/intra LATA services?**

**Position:**     BellSouth compensates an ALEC for facilities and elements that the ALEC actually uses to terminate BellSouth's traffic on the ALEC's network; likewise, the ALEC should compensate BellSouth for the facilities and elements that BellSouth actually uses for terminating the ALEC's traffic on BellSouth's network. With respect to unbundled local switching (whether by itself or in combination with other UNEs), Supra is not entitled to reciprocal compensation in circumstances when BellSouth does not bill Supra for terminating usage on that network element.

**Issue 26:**     **Under what rates, terms and conditions may Supra Telecom purchase network elements or combinations to replace services currently purchased from BellSouth tariffs?**

Position: The Commission established cost-based rates for migrating tariffed services to UNEs in Order No. PSC-01-0824-FOF-TP issued May 25, 2001. The Commission should reject Supra's request to incorporate any rates other than those recently established by this Commission.

**Issue 27: Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?**

Position: The Commission is currently considering this issue in Phase 2 of Docket No. 000075-TP. As such, the Commission should defer any decision in this immediate proceeding to its decision in Docket No. 000075-TP. To the extent the Commission decides the issue in this docket, BellSouth believes that Supra should be required to bear the cost of facilities that BellSouth may be required to install, on Supra's behalf, in order to carry BellSouth's traffic that originates in a BellSouth local calling area and is destined for Supra's customer located in that same local calling area to Supra's Point of Interconnection located outside of that local calling area. Supra should not be allowed to impose upon BellSouth the financial burden of delivering BellSouth's originating local traffic to a single point in the LATA when that point is outside the local calling area in which the traffic originates and terminates.

**Issue 28: What terms and conditions and what separate rates, if any, should apply for Supra Telecom to gain access to and use BellSouth's facilities to serve multi-tenant environments?**

Position: BellSouth will provide access to INC and/or NTW wire pairs as requested by Supra by terminating such pairs on separate connecting blocks serving as an access terminal for Supra. With regard to garden apartments, BellSouth will prewire the necessary pairs to serve

each apartment on the access terminal BellSouth builds. The treatment for high rise buildings will be different. Rather than prewiring the access terminal, BellSouth proposes that it will then receive orders from Supra and will wire the access terminal it has created as facilities are needed by Supra. In either case, Supra will still have to build its own terminal for its cable pairs. The rates the Commission adopts in its final order in Docket 990649-TP should apply.

**Issue 29:** **Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve the first three lines to a customer located in Density Zone 1? Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve four or more lines provided to a customer located in Density Zone 1?**

**Position:** BellSouth is not required to provide unbundled local circuit switching to ALECs, so long as the other criteria for FCC Rule 51.319(c)(2) are met. ALECs are not impaired without access to unbundled local circuit switching when serving customers with four or more lines in Density Zone 1 in the top 50 MSAs. Consequently, ALECs are not entitled to unbundled local circuit switching in these areas for any of an end user's lines when the end user has four or more lines in the relevant geographic area, as long as BellSouth will provide the ALEC with EELs at UNE rates. The FCC criteria are not met in this case.

**Issue 31:** **Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict Supra Telecom's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer?**

**Position:** BellSouth is not required to provide unbundled local circuit switching to ALECs, so long as the other criteria for FCC Rule 51.319(c)(2) are met. ALECs are not impaired without access to unbundled local circuit switching when serving customers with four

or more lines in Density Zone 1 in the top 50 MSAs. Consequently, ALECs are not entitled to unbundled local circuit switching in these areas for any of an end user's lines when the end user has four or more lines in the relevant geographic area, as long as BellSouth will provide the ALEC with EELs at UNE rates. The FCC criteria are not met in this case.

**Issue 32A: Under what criteria may Supra Telecom charge the tandem switching rate?**

**Position:** The Commission is currently considering this issue in Phase 2 of Docket No. 000075-TP. As such, the Commission should defer any decision in this immediate proceeding to its decision in Docket No. 000075-TP.

**Issue 32B: Based on Supra Telcom's network configuration as of January 31, 2001, has Supra Telecom met these criteria?**

**Position:** The Commission is currently considering this issue in Phase 2 of Docket No. 000075-TP. As such, the Commission should defer any decision in this immediate proceeding to its decision in Docket No. 000075-TP. Furthermore, Supra does not utilize its own switch in Florida. The fact that Supra does not utilize its own switch to serve its customers, clearly demonstrates that Supra is unable to satisfy the criteria that its switch covers a geographic area comparable to that of BellSouth's tandem switch.

**Issue 33: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities?**

**Position:** BellSouth is willing to provide two solutions that will allow Supra to provide its xDSL services in such a situation. The first solution is to move the end user to a loop that is suitable for xDSL service. The second solution is to allow Supra to collocate its Digital



Subscriber Line Access Multiplexer (DSLAM) in the remote terminal housing the DLC and give Supra access to the unbundled network element referred to as loop distribution. BellSouth agrees that, in any case where it has installed its own DSLAM in a given remote terminal, BellSouth will accommodate collocation requests from Supra. If BellSouth does not accommodate collocation of Supra's DSLAM at the remote terminal where BellSouth's DSLAM is installed, BellSouth will provide unbundled packet switching to Supra pursuant to applicable FCC rules.

**Issue 34:      What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to Supra Telecom?**

**Position:**      This Commission should find that BellSouth uses a very detailed process for conversion of live local service and that no changes in the process are necessary at this time. These same procedures are used with a high level of success across the region for all ALECs. BellSouth's processes provide for a conversion that should ensure a smooth transition for an end user electing to change local service providers from BellSouth to Supra with minimal end user service interruption.

**Issue 35:      Is conducting a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on Supra Telecom?**

**Position:**      BellSouth performs criminal background checks on its employees prior to hiring. Supra should do the same in order for Supra's employees or agents who enjoy unescorted access to BellSouth's central offices and other premises. Such security requirements are reasonable in light of the impact on public safety and the assets being protected as well as the number of new entrants and other telecommunications carriers who rely on the integrity and

reliability of BellSouth's network. By requiring criminal background investigations, BellSouth is seeking to protect the consumer and other ALECs up front from the incumbent risks.

**Issue 38: Is BellSouth required to provide Supra Telecom with nondiscriminatory access to the same databases BellSouth uses to provision its customers?**

**Position:** Direct access to BellSouth's databases is unnecessary and more importantly is not required by the Telecommunications Act of 1996. BellSouth is required by the Telecommunications Act to provide non-discriminatory access to its Operations Support Systems ("OSS") for the purposes of providing access to the functionality of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth provides Supra and other ALECs with the nondiscriminatory access required by the 1996 Act and the FCC.

**Issue 40: Should Standard Message Desk Interface-Enhanced ("SMDI-E"), Inter-Switch Voice Messaging Service ("IVMS") and any other corresponding signaling associated with voice mail messaging be included within the cost of the UNE switching port? If not, what are the appropriate charges, if any?**

**Position:** SMDI-E and IVMS both have capabilities that go beyond the functionality contained in an unbundled switch port. Both features provide for data transmission to and from the customer's voicemail platform. BellSouth will provide these data transmission capabilities to Supra at the same tariffed rates that it provides SMDI-E and IVMS to other unaffiliated voice messaging providers. These are also the same tariffed rates BellSouth charges to its own affiliated voice messaging provider. As an alternative, Supra may provide its own data transmission links or purchase such links from BellSouth at UNE prices.

**Issue 41: Should BellSouth be required to provide Supra Telcom the right to audit BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?**

**Position:** BellSouth has agreed to include language in the Agreement that gives Supra the right to conduct a reasonable audit, once per contract year, of the bills BellSouth provides to Supra.

**Issue 42: What is the proper time frame for either party to render bills?**

**Position:** In the vast majority of cases, twelve months is more than sufficient time to bill Supra for the services it has ordered from BellSouth. However, there are instances where BellSouth relies on billing information from either third parties or from Supra itself to bill accurately. In these cases, BellSouth should be permitted to bill charges to the full extent allowed by law rather than artificial time limits proposed by Supra.

**Issue 44: What are the appropriate criteria under which rates, terms or conditions may be adopted from other filed and approved interconnection agreements? What should be the effective date of such an adoption?**

**Position:** BellSouth agrees to make available, pursuant to Section 252(i) of the 1996 Act and 47 C.F.R. § 51.809, any interconnection, service, or network element provided under any Commission-approved agreement to which BellSouth is a party at the same rates, terms and conditions as provided in that agreement. This is commonly known as the "most favored nation" or "pick and choose" option. BellSouth can require Supra to accept all terms that are legitimately related to the terms that Supra desires to adopt for itself. Further, BellSouth's position is that the adoption or substitution of a specific provision contained in a previously approved agreement is effective on the date the amendment memorializing the adoption is signed

by BellSouth and the adopting ALEC. In other words, the effective date will not be retroactive to the date when the provision became effective between BellSouth and the third party.

**Issue 45:      Should BellSouth be required to post on its web-site all BellSouth Interconnection Agreements with third parties? If so, when?**

**Position:**      BellSouth is in the process of implementing the Commission's Order in the BellSouth/WorldCom Arbitration proceeding with respect to posting filed agreements on BellSouth's website.

**Issue 46:      Is BellSouth required to provide Supra Telecom the capability to submit orders electronically for all wholesale services and elements?**

**Position:**      BellSouth's position is that non-discriminatory access does not require that all LSRs be submitted electronically and involve no manual processes. BellSouth's own retail operations often involve manual processes. Therefore, there is no requirement that every LSR be submitted electronically in order to provide non-discriminatory access.

**Issue 47:      When, if at all, should there be manual intervention on electronically submitted orders?**

**Position:**      Non-discriminatory access does not require that all LSRs be submitted electronically and involves no manual processes. BellSouth's own retail processes often involve manual processes. Therefore, there is no requirement that every LSR has to be submitted electronically in order to provide non-discriminatory access. As part of this issue, BellSouth believes that Supra wants BellSouth to relieve it of its responsibility to submit a complete and accurate LSR. If this is truly what Supra intends, this is totally unreasonable and unacceptable. Supra should not expect BellSouth to assume what is clearly Supra's obligation.

**Issue 48: Is BellSouth obligated to provide Supra Telecom with billing records? If so, which records should be provided and in what format?**

**Position:** BellSouth provides and is willing to continue to provide Supra with billing records consistent with EMI guidelines, which include all EMI standard fields as requested by Supra.

**Issue 49: Should Supra Telecom be allowed to share with a third party, the spectrum on a local loop for voice and data when Supra Telecom purchases a loop/port combination and if so, under what rates, terms and conditions?**

**Position:** BellSouth requests the Commission to find, consistent with the FCC and its previous rulings, that BellSouth is obligated to provide line sharing to ALECs only where BellSouth is providing the voice service. The language that BellSouth has proposed for inclusion in the Agreement is consistent with the FCC's rules.

**Issue 51: Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface?**

**Position:** Manual ordering charges should apply when Supra places an order manually, either for its own business reasons or because BellSouth does not have an electronic interface that will allow Supra to place orders electronically. Certain resale and unbundled network element ("UNE") services must be submitted manually and BellSouth is entitled to recover its OSS costs by imposing a manual ordering charge.

**Issue 52: For purposes of the Interconnection Agreement between Supra Telecom and BellSouth, should the resale discount apply to all telecommunication services BellSouth provides to end users, regardless of the tariff in which the service is contained?**

**Position:** Consistent with the Commission's decision in its BellSouth/WorldCom Arbitration Order, BellSouth will offer Supra a resale discount on all retail telecommunications

services BellSouth provides to end-user customers, regardless of the tariff in which the service is contained.

**Issue 53: How should the demarcation points for UNEs be determined?**

Position: BellSouth has the authority to determine the demarcation point at any point within its network including in its central offices for ALECs that choose collocation as their method of interconnecting with BellSouth's network. Each party should be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.

**Issue 55: Should BellSouth be required to provide an application-to-application access service order inquiry process for purposes of the interconnection agreement between Supra Telecom and BellSouth?**

Position: BellSouth request this Commission confirm that BellSouth need not develop an application-to-application access service order inquiry interface for Supra. The national standard for ordering UNEs is the Local Service Request ("LSR"), not the ASR. BellSouth provides electronic pre-ordering functionality for UNEs and resale services via the Local Exchange Navigation System ("LENS"), RoboTAG™, and Telecommunications Access Gateway ("TAG") interfaces. Thus, the electronic pre-ordering functionality that Supra seeks is available through the LSR process.

**Issue 57: Should BellSouth be required to provide downloads of RSAG, LFACS, PSIMS and PIC databases without license agreements and without charge?**

Position: BellSouth should not be required to provide a download of RSAG because Supra already has real-time access to RSAG through BellSouth's robust electronic interfaces. BellSouth will, upon request, provide a flat file extraction of the P/SIMS, which also includes

PIC information, for all nine states on a monthly basis. Supra should submit the request for these downloads via their BellSouth account team.

**Issue 59:**     **Should Supra Telecom be required to pay for expedited service when BellSouth provides services after the offered expedited date, but prior to BellSouth’s standard interval?**

**Position:**     BellSouth is under no obligation to expedite service for Supra or any other ALEC. If BellSouth does so, however, Supra should be required to pay expedite charges when BellSouth expedites a service request and completes the order before the standard interval expires.

**Issue 60:**     **When BellSouth rejects or clarifies a Supra Telecom order, should BellSouth be required to identify all errors in the order that caused it to be rejected or clarified?**

**Position:**     BellSouth’s position is it is the responsibility of Supra to submit complete and accurate LSRs such that rejections and/or clarifications are not necessary. Additionally, the type and severity of certain errors may prevent some LSRs from being processed further once the error is discovered by BellSouth’s system. Without first correcting the error in question and then resubmitting for further processing, other errors on the LSR cannot be identified.

**Issue 61:**     **Should BellSouth be allowed to drop or “purge” orders? If so, under what circumstances may BellSouth be allowed to drop or “purge” orders, and what notice should be given, if any?**

**Position:**     Supra expects BellSouth to (1) maintain orders in clarification status for more than 10 days and (2) notify Supra when 10 days has passed and that the order has been dropped. This expectation is totally unreasonable. BellSouth does not manage other ALEC’S inefficiency and should not be expected to manage Supra’s. Supra must take responsibility for

managing its operation. BellSouth believes that Supra can accomplish this by using the tools BellSouth makes available to Supra and other ALECS. These tools include utilizing the BellSouth Business Rules (“BBR”) for local ordering. BellSouth should not be required to notify the ALEC, a second time - on the 10th business day that a clarification is required and that cancellation will be on the 11th business day. The ALEC, who has the primary responsibility to its end-user, is responsible for the overall ordering and tracking of the ALECs service requests.

**Issue 62: Should BellSouth be required to provide competition notices for manual orders for the purposes of the interconnection agreement?**

**Position:** While BellSouth cannot provide the same kind of completion notification to Supra as when the order is submitted electronically, BellSouth does provide information regarding the status of an order, including completion of the order, through its CLEC Service Order Tracking System (“CSOTS”).

**Issue 63: Under what circumstances, if any, would BellSouth be permitted to disconnect service to Supra for nonpayment?**

**Position:** BellSouth should be permitted to disconnect service to Supra or any other ALEC that fails to pay undisputed charges within the applicable time period.

**Issue 65: Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreement for purposes of this interconnection agreement?**



Position: BellSouth's position is that each party's liability arising from any breach of contract should be limited to a credit for the actual cost of the services or functions not performed or performed improperly.

**Issue 66:** Should Supra Telecom be able to obtain specific performance as a remedy for BellSouth's breach of contract for purposes of this interconnection agreement?

Position: Specific performance is a remedy, not a requirement of Section 251 of the 1996 Act nor is it an appropriate subject for arbitration under Section 252. Further, specific performance is either available (or not) as a matter of law. To the extent Supra can show that it is entitled to obtain specific performance under Florida law, Supra can make this showing without agreement from BellSouth. To the extent Supra, is attempting to obtain specific performance under circumstances when it is not available under Florida law, this is not justification for this demand.

**G. Stipulations**

None at this time.

**H. Pending Motions**

None at this time.

**I. Pending Requests for Confidentiality**

BellSouth submitted a Request for Confidential Classification on July 27, 2001 relating to Exhibit B to Supra's "Status and Complaint Regarding BellSouth's Bad Faith Negotiations Tactics".

**J. Other Requirements**

None at this time.

**K. Pending FCC or Court Decisions**

Supra and BellSouth are parties to a trademark infringement action. The outcome of that case may affect Issue 17.

Respectfully submitted, this 22<sup>nd</sup> day of August, 2001.

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