

In re: Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Supra Telecommunications and Information Systems, Inc., pursuant to Section 252(b) of the Telecommunications Act of 1996	Docket No. 001305-TP
Complaint of Supra Telecommunications and Information Systems Regarding BellSouth's Bad Faith Negotiation Tactics	Filed: August 22, 2001

**SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.'S
PREHEARING STATEMENT**

Supra Telecommunications and Information Systems, Inc. ("Supra"), by and through its undersigned counsel, pursuant to rule 25-22.038 Florida Administrative Code and Order No. PSC-01-1401-PCO-TP of the Florida Public Service Commission ("Commission"), dated June 28, 2001, hereby submits its Pre-Hearing Statement in the above referenced docket, and in support thereof states:

(A)/(B) Supra Witnesses, Subject Matters and Exhibits

Supra intends to sponsor the testimony of the following three witnesses:

<u>Witness</u>	<u>Testimony Filed</u>	<u>Issues</u>
1. Olukayode Ramos	Direct and Rebuttal	A, 1, 4, 5, 9, 16, 17, 18, 26, 35, 38, 44, 46, 47, 51, 52, 55, 57, 59, 60, 61, 62, 65 and 66

Ramos Exhibits

Supra Exhibit OAR 1 - Trends in Telephone Service released by the FCC on December 21, 2000.

Supra Exhibit OAR 2 - BellSouth 2000 EPS Highlights Growth Areas.

Supra Exhibit OAR 3 - [REDACTED]

Supra Exhibit OAR 4 - Supra's [REDACTED]

Supra Exhibit OAR 5 - BellSouth's [REDACTED]

Supra Exhibit OAR 6 - Supra's Arbitration [REDACTED]

- APP _____
- CAF _____
- DMP _____
- COM _____
- CTR _____
- ECR _____
- LEG _____
- DPC _____
- PAI _____
- RGO _____
- SEC 1
- SER _____
- DTH _____

1

DOCUMENT NUMBER-DATE
10424 AUG 22 01
FPSC-COMMISSION CLERK

Supra Exhibit OAR 7 - [REDACTED]
Supra Exhibit OAR 8 - Supra's June 22, 1998 request for BST's network information.
Supra Exhibit OAR 9 - Cathey's July 2, 1998, response to OAR 8 - ignored Supra's information request.
Supra Exhibit OAR 10 - Supra's April 26, 2000 request for BST's network information.
Supra Exhibit OAR 11 - Supra's Motion to Dismiss dated January 26, 2001.
Supra Exhibit OAR 12 - BST's response to OAR 11.
Supra Exhibit OAR 13 - Ltr dated March 2, 2001 from Supra to the FCC re BST.
Supra Exhibit OAR 14 - Supra's April 4, 2001 request for BST's network information and cost studies.
Supra Exhibit OAR 15 - BST's April 9, 2001 response to OAR 14.
Supra Exhibit OAR 16 - Supra's April 11, 2001 demand for BST's network information.
Supra Exhibit OAR 17 - BST's response directing Supra to BST's Web site.
Supra Exhibit OAR 18 - Ltr dated April 25, 2001 from Supra to the FCC.
Supra Exhibit OAR 19 - Supra's May 4, 2001 request for BST's network information.
Supra Exhibit OAR 20 - Supra's May 8, 2001 request for BST's network information.
Supra Exhibit OAR 21 - BST's May 18, 2001 response to FCC.
Supra Exhibit OAR 22 - Documents re BST's OSS.
Supra Exhibit OAR 23 - Supra's Florida Tariff.
Supra Exhibit OAR 24 - Supra's additional information re Task Force template.
Supra Exhibit OAR 25 - Rebuttal Testimony of Robert C. Scheye in CC Docket No. 960833-TP filed on August 30, 1996.
Supra Exhibit OAR 26 - In the Matter of BellSouth Corporation, File No. EB-900-IH-0134 Acct. No. X32080035 (Adopted October 27, 2000).
Supra Exhibit OAR 27 - Supra's request for execution of similar IA as Follow-On Agreement.
Supra Exhibit OAR 28 - Supra's request to negotiate Follow-On Agreement from expired agreement.
Supra Exhibit OAR 29 - Supra's request to negotiate Follow-On Agreement from expired agreement.
Supra Exhibit OAR 30 - Documents re BST's OSS.
Supra Exhibit OAR 31 - [REDACTED]
Supra Exhibit OAR 32 - Ordering experience Matrix - Supra vs. BST.
Supra Exhibit OAR 33 - BST's Report: Percent Flow Through Service Requests (Detail) for the period 11/01/00-11/30/00.
Supra Exhibit OAR 34 - CV517: THE NEW ORDER, Lesson 13-5, dated November 1997.
Supra Exhibit OAR 35 - [REDACTED]
Supra Exhibit OAR 36 - AT&T's complaint vs. BST.
Supra Exhibit OAR 37 - IDS' complaint vs. BST.
Supra Exhibit OAR 38 - CPR Rules for Non-Administered Arbitration.
Supra Exhibit OAR 39 - CPR Specialized Panels.
Supra Exhibit OAR 40 - *Why 250 Global Corporations are Members of CPR.*
Supra Exhibit OAR 41 - Supra's October 6, 2000 Mpower adoption request.
Supra Exhibit OAR 42 - Rates.

Supra Exhibit OAR 43 - *Annus horribilis? However you say it, CLECs have had a bad year.*

Supra Exhibit OAR 44 - BST - a CPR Sustaining Member Corporation.

Supra Exhibit OAR 45 - CPR Corporate Policy Statement on Alternatives to Litigation.

Supra Exhibit OAR 46 - Mpower IA, section 9.1 of the GT&C.

Supra Exhibit OAR 47 - Order of the Arbitral Tribunal dated February 21, 2001.

Supra Exhibit OAR 48 - Omitted.

Supra Exhibit OAR 49 - BST's refusal to provide SMDI.

Supra Exhibit OAR 50 - May 17, 2001 e-mail from P. Jordan to A. Medacier.

Supra Exhibit OAR 51 - [REDACTED]

Supra Exhibit OAR 52 - Omitted.

Supra Exhibit OAR 53 - Omitted.

Supra Exhibit OAR 54 - Arbitrations I & II - BST's Motion for Reconsideration.

Supra Exhibit OAR 55 - BST's refusal to provide DLR.

Supra Exhibit OAR 56 - BST's refusal to provide SMDI.

Supra Exhibit OAR 57 - BST's refusal to provide BAN.

Supra Exhibit OAR 58 - BST's clarification codes re LSRs.

Supra Exhibit OAR 59 - BST's threats to disconnect STIS's customer with aDSL.

Supra Exhibit OAR 60 - BST's Motion to FPSC re Award.

Supra Exhibit OAR 61 - BST's redline of Supra's current Interconnection Agreement as basis for Follow-On Agreement.

Supra Exhibit OAR 62 - [REDACTED].

Supra Exhibit OAR 63 - Minutes of CORE meeting.

Supra Exhibit OAR 64 - Omitted.

Supra Exhibit OAR 65 - Georgia Interconnection Agreement.

Supra Exhibit OAR 66 - Ltr from STIS to BST re Interconnection Agreements in Georgia and Louisiana.

Supra Exhibit OAR 67 - Response from BST re Interconnection Agreements in Georgia and Louisiana.

Supra Exhibit OAR 68 - Amendment to Interconnection Agreement between IDS and BST.

Supra Exhibit OAR 69 - Amendment to Resale Agreement between Worldwide and BST.

Supra Exhibit OAR 70 - August 1, 2001 ltr from Nilson to Follensbee re network information.

Supra Exhibit OAR 71 - BST Europe document.

Supra Exhibit OAR 72 - Arbitration II - Scheduling Order.

Supra Exhibit OAR 73 - Omitted.

Supra Exhibit OAR 74 - Supra Employee Training Manual.

Supra Exhibit OAR 75 - July 11, 2001 ltr to Follensbee re amendments.

Supra Exhibit OAR 76 - July 23, 2001 ltr to Follensbee re amendments.

Supra Exhibit OAR 77 - Follensbee's response re amendments.

Supra Exhibit OAR 78 - Order re BIPCO.

Supra Exhibit OAR 79 - Arbitration I - Pate's response to Supra's Interrogatory 6.

Supra Exhibit OAR 80 - Arbitration I Hearing Transcripts.

- Supra Exhibit OAR 81 - BST Manual - Module 3: The Customer: [REDACTED]
- Supra Exhibit OAR 82 - BST Manual - [REDACTED]
- Supra Exhibit OAR 83 - BST Manual - [REDACTED]
- Supra Exhibit OAR 84 - BST Manual - [REDACTED]
- Supra Exhibit OAR 85 - BST Manual - [REDACTED]
- Supra Exhibit OAR 86 - BST Manual - [REDACTED]
- Supra Exhibit OAR 87A - BST Manual - [REDACTED]
- Supra Exhibit OAR 87B - BST Manual - [REDACTED]
- Supra Exhibit OAR 88 - BST Manual - [REDACTED]
- Supra Exhibit OAR 89A - BST Manual - RNS/VNS Requirements Document, 2/28/2001
- Supra Exhibit OAR 89B - BST Manual [REDACTED]
- Supra Exhibit OAR 90 - BST Manual [REDACTED]
- Supra Exhibit OAR 91 - Omitted.
- Supra Exhibit OAR 92 - Deposition of Pate - Petition of MCI/metro/BST Arbitration, Docket No. 11901 - U.
- Supra Exhibit OAR 93 - CCP - Telepak.
- Supra Exhibit OAR 94 - CCP - Network One.
- Supra Exhibit OAR 95 - CCP - BST.
- Supra Exhibit OAR 96 - CCP - BST.
- Supra Exhibit OAR 97 - CCP - Dispute Resolution Process.
- Supra Exhibit OAR 98 - CCP - 8/23/00.
- Supra Exhibit OAR 99 - STIS ltr to BST re QuickService.
- Supra Exhibit OAR 100 - BST's response re QuickService.
- Supra Exhibit OAR 101 - LENS printouts re STIS's lack of QuickService.
- Supra Exhibit OAR 102 [REDACTED]
- Supra Exhibit OAR 103 [REDACTED]
- Supra Exhibit OAR 104 [REDACTED]

2. David Nilson

Direct and Rebuttal

7, 8, 10, 12, 13, 14,
19, 21, 22, 23, 24, 25,
27, 28, 29, 31, 32, 33,
34, 40, 49 and 53.

Nilson Exhibits

Supra Exhibit # DAN-1 Lucent Document 235-190-104 5ESS 2000 switch ISDN Feature Descriptions, Section 13.4 Message Service System Features, Issue 3 pages 13-67 through 13-126

Supra Exhibit # DAN-2 BellSouth and BSLD agreement to "INTERLATA END TO END TEST AGREEMENT." Dated June 13, 2000.

Supra Exhibit # DAN-3 6/5/2001 Arbitration Award MIL2347 in Supra Telecom v. BellSouth.

Supra Exhibit # DAN-4 Spreadsheet documenting customers subjected to "dirty tricks" campaign of BellSouth whereby customers were given false information regarding their options for continuing DSL service after switching to Supra, including disconnection, or rate increases, and other bad faith tactics.

Supra Exhibit # DAN-5 Direct Testimony of Gregory R. Follensbee, formerly of AT&T now the lead contract negotiator at BellSouth for Supra's Interconnection agreement with BellSouth. This testimony was filed in Florida Docket 00-731, AT&T's Interconnection Agreement arbitration against BellSouth.

Supra Exhibit # DAN-6 July 11, 2001 letter from G. R. Follensbee to O.A.Ramos of Supra Business Systems announcing that any customers of Supra Business Systems provisioned as UNE Combinations will have any and all existing DSL circuits disconnected in 20 days without further notice.

Supra Exhibit # DAN-7 Report of Supra customers that have lost dialtone shortly after converting to Supra. Shows the dramatic increase in the incidence of this issue since

the April 26, 2001 special feature on Supra Telecom aired on WSIX, Miami TV channel 6.

Supra Exhibit # DAN-8 June 4, 2001 Letter from D. Nilson to P. Jordan - Minutes of the InterCompany review Board Meeting held May 29, 2001.

Supra Exhibit # DAN-9 June 5, 2001 Letter from D. Nilson to P. Jordan - Minutes of the InterCompany review Board Meeting held June 4, 2001.

3. ~~Carol Bentley~~ Direct and Rebuttal 11, 15, 20, 41, 42, 48 and 63

Bentley Exhibits

Supra Exhibit CB 1, [REDACTED]

Supra Exhibit CB-2 BellSouth billing processes flow chart

4. Adnan Zejinilovic Rebuttal AZ-1 to AZ-7

Adnan Exhibits

Supra Exhibit AZ 1	Rebuttal	System Outages
Supra Exhibit AZ 2	Rebuttal	EDI Applications – TAG Int.
Supra Exhibit AZ 3	Rebuttal	TAG documentation
Supra Exhibit AZ 4	Rebuttal	BellSouth Documentation
Supra Exhibit AZ 5	Rebuttal	[REDACTED]
Supra Exhibit AZ 6	Rebuttal	[REDACTED]
Supra Exhibit AZ 7	Rebuttal	[REDACTED]

5. Levoyd Williams Rebuttal 35

(C) SUPRA'S BASIC POSITION

Although Supra agrees that the parties must arbitrate a Follow-On Interconnection Agreement, Supra has been placed in an unfavorable bargaining position as a result of BellSouth's bad faith negotiation tactics. First, BellSouth filed its petition in this Docket without following express contractual escalation procedures. Second, BellSouth has refused to provide Supra with necessary information regarding BellSouth's own network (including its physical network as well as its internal OSS) so as to allow Supra to assess the differences, if any, between what BellSouth has available, and what BellSouth was offering to make available. Third, BellSouth, knowing that Supra does not have the vast resources of BellSouth, refused Supra's requests to begin negotiations of the Follow-On Agreement from the parties' current Agreement (which is the 1997 AT&T/BellSouth Agreement which had previously been arbitrated at great length before the Commission.) Instead, BellSouth attached its "template" agreement, which substantially changed the language of the AT&T/BellSouth Agreement in numerous respects in favor of BellSouth. As a result of these actions, Supra has been forced into a position where it is required to negotiate and arbitrate a Follow-On Agreement which will govern its course of dealings, and basically its entire business operations, with BellSouth for the next 3 years, without having been given significant information which would enable Supra to negotiate or arbitrate a fair agreement.

BellSouth has pressured Supra into arbitrating a Follow-on Agreement, and has argued before this Commission that Supra has delayed the arbitration process. What makes this situation all the more vexing is the fact that regardless of when the Follow-

On Agreement is finally arbitrated, the terms of such will apply retro-actively to the expiration date of the parties' current agreement. As a result of BellSouth's behavior, Supra is significantly prejudiced as a result of being forced into an arbitration without being provided necessary and relevant information which would support its positions on numerous issues. Interestingly enough, this retroactive provision is one of the provisions BellSouth unilaterally removed when seeking to negotiate from its "template" agreement instead of from the parties' current Agreement.

SETTLED ISSUES

Notwithstanding BellSouth's bad faith negotiation tactics, Supra did attempt to negotiate a number of issues with BellSouth. The parties originally identified 66 issues. The Commission added issue A regarding BellSouth's negotiation tactics, and Supra sought to include an added issue regarding the inclusion of a provision for punitive damages. Supra has withdrawn some issues at or prior to the ICRB and the parties have settled some issues at the Intercompany Review Board meeting ordered by this Commission. At that meeting of June 6, 2001, the parties resolved issues 2, 3 and 39, and Supra agreed to propose language on the following issues to BellSouth. Some additional issues were also settled upon filing of Supra's Direct and Rebuttal testimonies. Supra has confirmed with BellSouth that these issues are no longer part of the arbitration hearings.

The remaining issues are of utmost importance to Supra. Supra seeks to become the model CLEC envisioned by Congress when it enacted the Telecommunications Act of 1996 ("Act"). It is undisputed that the CLEC industry has, as of yet, failed to provide local telephone users in the State of Florida the benefits of competition envisioned by Congress. This is not due to a lack of trying. Supra suggests that it is more a result of

BellSouth's and other ILECs unwavering opposition to the basic tenets of the Act. BellSouth continues to stifle competition by overcharging CLECs for services provided, by failing to provide the same timely, quality service that BellSouth provides its end users, and by engaging in anti-competitive activities with the intent to harm CLECs. Supra has experienced all of these actions first hand.

Now, BellSouth is seeking to have this Commission legitimize its anti-competitive strategies by including such in a new Interconnection Agreement. Supra submits that continuity is important in its relationship with BellSouth, while BellSouth is seeking disruption in most instances. In addition, [REDACTED]

[REDACTED]

[REDACTED] Because BellSouth is still insisting upon denying Supra these rights, [REDACTED]

[REDACTED] (see attached Prehearing Statement Exhibit A)

Because of BellSouth's record of anti-competitive behavior in implementing the current Agreement, Supra respectfully requests that this Commission recognize the need to provide incentives for BellSouth to cooperate with Supra in this Follow-on Agreement, and with CLECs in general, and to make it easier for CLECs to operate, so as to allow for greater competition and greater benefits to Florida consumers.

(D), (E) and (F) QUESTIONS OF FACT, LAW AND POLICY

None of the issues remaining in this proceeding present pure questions of fact, law or policy, and therefore Supra has not segregated them in that fashion.

Issue A: Has BellSouth or Supra violated the requirement in 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?

SUPRA'S POSITION: Witness Olukayode Ramos

BellSouth violated the requirement of the Telecommunications Act of 1996, Section 252(b)(5) by refusing to provide Supra with the information regarding its own network, necessary to allow Supra to negotiate a Follow-on Agreement. In addition, BellSouth refused to allow Supra to negotiate from the current Agreement, instead, BellSouth filed a one-sided template with the FPSC and insisted to use said template for all negotiations.

BELLSOUTH'S POSITION:

BellSouth's position varied with times. First BellSouth stated that Supra did not request the information. Second, BellSouth stated that it did not understand what types of information were being requested by Supra. Third, BellSouth argued that Supra violated section 252(b)(5) because Supra is only seeking to delay the proceedings, because Supra does not want to enter into a Follow-on Agreement.

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

SUPRA'S POSITION: Witness Olukayode Ramos

Supra believes that all disputes between the parties should be submitted to commercial arbitration. The current Agreement contains provisions for submission of disputes to commercial arbitration, the parties have gone through two arbitration, and have two currently pending. There is no reason to disrupt the parties' current relationship. Many of issues involved in these agreements are technical in nature and

often best resolved before technically knowledgeable arbitrators. More issues are arising as Supra Telecom increases its presence in the market, which will need to be resolved quickly. These issues will be more business oriented and less policy oriented, and thus, more appropriately handled by commercial arbitrators. The parties should continue to have the right to resolve operational issues in a commercial forum on an expedited basis; thereby, limiting the customer-affecting impact of any such disputes. Accordingly, Supra Telecom believes BellSouth should be required to submit to Alternative Dispute Resolution. Alternatively, Supra Telecom believes that either party should be permitted to bring their disputes before any Court of competent jurisdiction, particularly when any issue exists as to damages. Moreover, Supra Telecom also believes that requiring the parties to engage in informal dispute resolution (i.e. through mediation or an escalation process as exists in the parties' current Interconnection Agreement), should be required in order to ensure that the parties have first sought to resolve their dispute before proceeding to litigation.

BELLSOUTH'S POSITION:

BellSouth believes the Florida Public Service Commission, having knowledge of the issues and obligations of the parties under applicable law, is in the best position to resolve contract disputes. ADR is strictly voluntary, and parties cannot be forced to participate in commercial arbitration without their consent. With respect to litigation before any Court of competent jurisdiction, BellSouth appears to have no objection to resolving disputes in this manner.

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?

SUPRA'S POSITION: Witness Olukayode Ramos

Supra: No. Supra Telecom believes that since it is already certified in Florida, this language is unnecessary and should not be in the Agreement. Supra Telecom also believes that any alternative local exchange carrier (whether certified or not certified) has the right to adopt any interconnection agreement and may conduct test operations under that agreement so long as that carrier is not providing telecommunications services to the public. This position is consistent with both federal law and Fla.Stat. § 364.33. Nevertheless, alternatively, language should be provided which states that BellSouth will perform under the agreement, regardless of whether or not the carrier is certified so long as the non-certificated carrier is not providing telecommunications services to the public.

BELLSOUTH'S POSITION:

Yes. The Florida Public Service Commission has agreed with BellSouth that "BellSouth's caution in deciding to hold filings for non-certificated entities until they obtain certification is appropriate." (Letter dated April 25, 2000, from Walter O'Haeseleer, Director, Division of Telecommunications, to Nancy Sims of BellSouth) Language requiring certification prior to filing of the Agreement is appropriate given that any ALEC, whether or not certified, may adopt this Agreement.

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

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. At a minimum, Supra Telecom should have a download of CRSs for those areas in which Supra Telecom is actively marketing its services. To date, Supra Telecom has had horrifying problems with BellSouth's pre-ordering interfaces provided to ALECs. When those interfaces are working, they are slow, thus causing customers to wait an unnecessary period of time for their records to be accessed. In the last several months, every week or two, BellSouth's pre-ordering interfaces have either had problems or have been completely down for as much as several days at a time. Whether by accident or on purpose, Supra Telecom has had unreliable access to CRSs. There is no reason why Supra Telecom cannot have the data available in its computer system, and agree not to access any particular record until permission has been given by the particular customer. The CPNI rules and Section 222 are not violated by such an arrangement.

BELLSOUTH: No. BellSouth provides access to CSR information via its electronic interfaces, provided that the ALEC has submitted a blanket letter of authorization stating that it will view only, those CRSs for which the customer has consented to allow the ALEC access. Providing Supra with a download of all CRSs, without authorization from each and every customer, would constitute a violation of Section 222 of the Act.

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

SUPRA'S POSITION: Witness David Nilson

Supra Telecom should only be required to pay charges authorized by the FCC. In general, end-user common line charges are a subsidy intended for the facilities-based carrier paying for the network (i.e the ILEC in the resale mode and the ALEC in the UNE mode. Supra Telecom does not agree that these charges are to be assessed in all of the circumstances sought by Bellsouth.

BELLSOUTH'S POSITION:

This charge is necessary where BellSouth provides switching (as an unbundled network element, in the UNE platform combination or in connection with resold service) to recover the costs of implementing local number portability. Recovery of such charges is expressly permitted under 47 C.F.R. § 52.33. Moreover, C.F.R § 51.617(a) clearly states that ILECs shall assess the end users common line charge upon resellers.

Issue 9: What should be the definition of ALEC?

SUPRA'S POSITION: Witness Olukayode Ramos

Supra Telecom does not dispute that the definition of "ALEC" should be consistent with Fla.Stat. § 364.02. However, BellSouth should not be allowed to refuse to comply with an Interconnection Agreement simply because the carrier is not certificated. Consistent with both federal law and Fla. Stat. § 364.33, a non- certificated carrier should be allowed to engage in a test implementation of the Interconnection Agreement so long as the carrier is not providing telecommunications services to the public.

BELLSOUTH'S POSITION:

Consistent with § 364.02, Florida Statutes, "ALEC" should be defined as a telephone company certified by the Public Service Commission to provide local exchange services in the state of Florida after July 1, 1995.

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

SUPRA'S POSITION: Witness David Nilson

DAML is a line-sharing technology. Where line-sharing technology is involved in the UNE environment, Supra Telecom should only be obligated to pay the pro-rated cost of the shared network elements; such as the shared local loop.

BELLSOUTH'S POSITION:

No. BellSouth utilizes DAML equipment on a very limited basis to expand a single loop to derive two digital channels, each of which may be used to provide voice grade service. BellSouth's deployment of DAML is limited to those situations where loop facilities are not currently available for the second voice grade loop. It is a temporary solution for provision of service pending installation of facilities. The use of DAML equipment is a means to meet in a timely manner a request for service. It is not a more economic means of meeting demand on a broad basis than using individual loop pairs. For example, for loops served via Digital Loop Carrier (DLC) equipment, DAML equipment must be placed both at the DLC Remote Terminal and the customer's premises. Further, from the DLC Remote Terminal to the BellSouth central office, two channels at DS-O (one for each of the loops derived via DAML equipment) must still be provisioned. Supra believes that loops utilizing DAML equipment should be offered at lower cost than other loops. However, costs for unbundled loops have

been calculated in compliance with Federal Communications Commission rules on a forward-looking basis without regard to the manner in which the customer is served (e.g., copper or digital loop carrier).

Issue11A: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of disputed charges?

Issue11B: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of undisputed charges?

SUPRA'S POSITION: Witness Olukayode Ramos and Carol Bentley

Either party should be allowed to offset monies due to that party which the other party refuses or delays in paying. This is standard practice in the business world and encourages the parties to resolve their disputes quickly. Under BellSouth's approach, BellSouth can refuse to pay charges due to an ALEC (such as for reciprocal compensation in the UNE environment) or refuse to refund past overcharges which were already paid and force the ALEC to resort to the courts for payment; while in the interim requiring the ALEC to continue paying all charges assessed by BellSouth or lose service. The end result of this game is drain ALECs of cash flow in an attempt to make the ALEC unprofitable and force the ALEC out of business. Offsets are the norm in the business world, and forcing BellSouth to behave like a normal business is imperative if this Commission wants competition in the local exchange markets.

BELLSOUTH'S POSITION

No party should be allowed to withhold payments from the other party. The Interconnection Agreement contains in attachment 6 provisions to handle billing disputes between the parties.

Allowing one party to withhold payment of appropriately billed charges when other charges, whether appropriately or inappropriately billed, are in dispute, would allow parties to “game” the billing system to avoid paying bills.

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

SUPRA’S POSITION: Witness David Nilson

BellSouth is obligated to provide Supra Telecom access to transport throughout its network, regardless of the path or route of that transport. BellSouth has facilities to provide transport across LATA boundaries and everyday provides services across LATA boundaries to those customers located at or near the LATA boundary. The UNE connections for transport across LATA boundaries already exist, BellSouth just simply refuses to provide access to these UNEs because of the competitive implications. The law currently prohibits BellSouth from providing unrestricted service across LATA boundaries as an incentive for BellSouth to open its market to local competition. If BellSouth demonstrates that it has sufficiently opened its markets to competition, then BellSouth will be allowed to provide that unrestricted service. However, nothing in the law prevents Supra Telecom from offering unrestricted services across LATA boundaries and if Supra Telecom is providing services across LATA boundaries using UNE’s, it is Supra Telecom who is providing that service and not BellSouth. Therefore, a refusal by BellSouth to allow Supra Telecom access to the transport UNE across LATA boundaries is simply an illegal refusal to allow Supra Telecom access to BellSouth’s network.

BELLSOUTH’S POSITION

No. BellSouth is prohibited by law from providing services across LATA boundaries. In addition, BellSouth’s obligations under Section 251 and 252 of the Act relate to local

interconnection and provision of services to allow ALECs to compete in the local exchange market. Supra's request is clearly beyond the scope of the Act.

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?

SUPRA'S POSITION: Witness David Nilson

"Local traffic" is traffic between two locations within the local area or LATA. Thus telephone calls which are dialed within the LATA are local in nature, irrespective of whether or not any of the calls are to Internet Services Providers.

BELLSOUTH'S POSITION:

"Local traffic" should be defined to apply only to traffic that originates and terminates within a local area. The definition should expressly exclude traffic to Internet Service Providers, which is interstate traffic.

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?

SUPRA'S POSITION: Witness David Nilson

Yes. When Supra Telecom is providing service through a combination of UNEs, Supra Telecom is considered to be the facilities-based local exchange carrier. The rationale for reciprocal compensation is to provide a carrier compensation for use of that carrier's network in order to complete a call and thus share on a pro-rata basis the cost of the network. The cost of UNE's to Supra Telecom is based upon the total element cost to BellSouth, thus Supra

Telecom is paying the total cost of the UNEs, it makes sense that BellSouth should pay Supra Telecom reciprocal compensation for termination of local tariff to Supra Telecom's end-users. Additionally, the Telecommunication Act requires BellSouth to pay reciprocal compensation in the UNE environment.

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

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

SUPRA'S POSITION: Witness Olukayode Ramos

Irrespective of BellSouth receiving § 271 approval, BellSouth is obligated to provide Supra Telecom the same or better service than it provides to its retail division and BellSouth customers. Supra has requested the performance measurements set forth in the prior agreement between the parties which has previously been filed and approved by this Commission. The performance measurements in the prior agreement have practical standards which directly relate to how quickly BellSouth must provision service to Supra Telecom customers. Requiring BellSouth to adhere to voluntary standards simply meaningless. Standards must be binding and Supra Telecom must have the right to inspect BellSouth records regarding the service it provides to itself and BellSouth customers. For Supra Telecom to ensure its

customers receive service equal in quality to that received by BellSouth customers, BellSouth must establish that it offers non-discriminatory support for total service resale, use of unbundled network elements (UNE's), and access to OSS. If there is to be a different set of standards, then BellSouth should be required to provide an effective performance measurement methodology that contains:

(a) A comprehensive set of comparative measurements that provides for segregation of its data to permit meaningful comparisons and full disclosure.

(b) Business rules and calculations which reveal true performance and customer experience.

(c) A sound methodology for establishing benchmarks and designating appropriate retail analogs.

(d) Statistical procedures that balance the possibility of concluding BellSouth favoritism exists when it does not with concluding there is not BellSouth favoritism when there is.

(e) Supra Telecom's access to all the raw data that BellSouth uses for its ALEC performance reporting. Further BellSouth should adopt an appropriate systems of self-enforcing consequences to assure that the competitive local telecommunications markets envisioned by the 1996 Act will be able to develop and survive. The consequences must provide BellSouth with incentives sufficient to prevent BellSouth from inhibiting competition through discriminatory treatment of ALECs. Such consequences must be immediately imposed upon a demonstration of poor BellSouth performance. A self-enforcing system of consequences is needed to assure that BellSouth has appropriate incentives to

comply, on an ongoing basis, with its Section 251 obligations to provide ALECs with non-discriminatory support regardless of whether a section 271 application has been made or approved. Supra Telecom proposes the AT&T Performance Incentive Plan (as identified in the arbitration between those two parties) as the enforcement mechanism.-

BELLSOUTH'S POSITION:

The Service Performance Measurements and Enforcement Mechanisms proposed by BellSouth should be adopted. BellSouth has provided extensive service quality measurements pursuant to which Supra can confirm parity between BellSouth and other ALECs. BellSouth's proposal includes voluntary enforcement mechanisms, which would become effective after BellSouth receives 271 authority.

Issue 16: Under what conditions, if any, may BellSouth refuse to provide service under the terms of the interconnection agreement?

SUPRA'S POSITION: Witness Olukayode Ramos

BellSouth cannot refuse to provide services ordered by Supra under any circumstances. If the services have not yet been priced under the Agreement or by the Commission, BellSouth must provide the services, and bill Supra retroactively once the prices have been set by the Commission or negotiated by the Parties.

BELLSOUTH'S POSITION:

BellSouth should not provide service to Supra, the prices of which have not been established even if BellSouth is providing the same services for itself.

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?

SUPRA’S POSITION: Olukayode Ramos

Under trademark law, Supra Telecom can use BellSouth’s name and marks (i.e. trademarks, tradenames, service marks and service names) in comparative advertising which is truthful. Supra Telecom seeks to inform consumers of differences between the two companies and thus wants the ability to refer to BellSouth’s name and all marks as allowed by trademark law.

BELLSOUTH’S POSITION:

Supra Telecom may refer to BellSouth in comparative advertising which is truthful. BellSouth has not expressed an opinion regarding the use of BellSouth marks (i.e. trademarks, tradenames, service marks and service names).

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

SUPRA’S POSITION: Witness Olukayode Ramos

The rate set forth in the Interconnection Agreement should be those rates already established by the FCC and this Commission in current and/or prior proceedings. To the

extent neither the FCC or this commission has established such rates, the rates should be those set forth in the current Interconnection Agreement between the parties.

BELLSOUTH'S POSITION: The rates should be those set forth in the agreement proposed by BellSouth.

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

SUPRA'S POSITION: Witness David Nilson

ISP calls should be treated as local traffic for purposes of reciprocal compensation.

AT&T still incurs the cost of the ISP Traffic over its network. Additionally, such calls are treated as local under BellSouth's tariffs and the FCC has treated ISP Traffic as intrastate for jurisdictional separation purposes.

BELLSOUTH'S POSITION:

No, calls to ISPs should not be considered to be local in nature.

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?

SUPRA'S POSITION: Witness Carol Bentley

BellSouth should be required to have an independent audit conducted of its performance measurement systems, paid for by BellSouth. Additional annual audits should also be conducted and paid for by BellSouth. Supra Telecom may request additional audits when

performance measures are changed or added, to be paid for by BellSouth. Additional, audits of individual measures should be conducted. The cost of a “mini-audit” shall be paid by Supra Telecom unless the audit determines that BellSouth is not in compliance with the terms of the Agreement.

BELLSOUTH’S POSITION: BellSouth will only agree to the audits set forth in the current Interconnection Agreement it has proposed.

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

SUPRA’S POSITION: Witness David Nilson

The Commission should allow Supra Telecom to provide telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network and to purchase such combinations at TELRIC rates. BellSouth should not be allowed to restrict Supra Telecom from purchasing and using such combinations to only provide service to customers who currently receive retail service by means of the combined elements. This is the only interpretation of the term “currently combines” that is consistent with the nondiscrimination policy of the Act and which will promote rapid growth in competition in the local telephone market. First Report and Order, para. 294, 296

BELLSOUTH’S POSITION:

In the FCC's *Third Report and Order*, the FCC confirmed that BellSouth presently has no obligation to combine network elements for ALECs when those elements are not currently combined in BellSouth's network. The FCC rules, *51.315(c)-(f)*,

that purported to require incumbents to combine unbundled network elements were vacated by the Eighth Circuit Court of Appeals and were not appealed to or reinstated by the Supreme Court. The question of whether those rules should be reinstated is pending before the Eighth Circuit, and the FCC explicitly declined to revisit those rules at this time. *Third Report and Order*, 1481. The FCC also confirmed that when unbundled network elements, as defined by the FCC, are currently combined in BellSouth's network, BellSouth cannot separate those elements except upon request. 47 C.F.R. 51.315(b). For example, when a loop and a port are currently combined by BellSouth to serve a particular customer, that combination of elements must be made available to ALECs. According to the FCC, requesting carriers are entitled to obtain such combinations "at unbundled network element prices." *Id.* At 480.

There is no legal basis for the FPSC to adopt an expansive view of "currently combined" so as to obligate BellSouth to combine elements for ALECs. As the FCC made clear in its Third Report and Order, Rule 51.315(b) applies to elements that are "in fact" combined. See *id.* 480 ("To the extent an unbundled loop is in fact connected to unbundled dedicated transport, the statute and our rule 51.3(b) require the incumbent to provide such elements to requesting carriers in combined form"). The FCC of "currently combined", that would include all elements "ordinarily combined" in the incumbent's network. *Id.* (declining to "interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are 'ordinarily combined' ...")

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?

No. BellSouth should not be required to provide such Combinations.

Issue25A: Should BellSouth charge Supra Telecom only for UNEs that it orders and uses?

Issue25B: 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?

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. This approach should be adopted. When we lease UNE's from BellSouth or any other carrier, they become our network for the term of the lease and as such we are entitled to recover the costs of connection BellSouth's customers to Supra's network via reciprocal compensation just as we are entitled to collect access charges from long distance carriers for the same reason.

BELLSOUTH'S POSITION:

No. BellSouth does not consider UNEs ordered by Supra Telecom to be part of Supra Telecom's network for reciprocal compensation and switched access charges.

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

SUPRA'S POSITION: Witness Olukayode Ramos

Pursuant to FCC Order, Supra Telecom is permitted to purchase network elements and combinations to replace services currently purchased from BellSouth tariffs. The non-recurring price to purchase network elements and combinations in such situations should be the TELRIC cost to do a record change in BellSouth's OSS, plus the recurring

price of the appropriate network elements or combinations. BellSouth should not be permitted to place obstacles in the way of Supra Telecom's ability to convert such services to network elements and combinations as easily and seamlessly as possible. Appropriate terms and conditions must also be ordered to ensure that Supra Telecom is able to replace services with network elements/combinations of network elements.

The Florida Public Service Commission has already ruled on this matter in docket PSC-FOF-98-0810-TP in which equated the labor required to effect this change to be no different than that required to effect a change of a customer's long distance carrier (PIC change). The Florida Commission stated :

We also find that in cases not involving designed services, where fallout does not occur, and when electronic recent change translation is available, the time to migrate an existing BellSouth customer to an ALEC, that is to say, changing the presubscribed local carrier (PLC) code, is equal to the time it takes BellSouth to migrate a customer to an IXC by changing the PIC code.

Upon review of the evidence in this record, we approve the non-recurring work times and direct labor rates shown in Table I for each loop and port combination in issue in this proceeding for the migration of an existing BellSouth customer to AT&T or MCI without unbundling. We furthermore approve the resultant NRCs shown in Table II.

Table II
Commission-Approved Non-recurring Charges for Loop and Port Combinations

Network Element Combination	First Installation	Additional Installations
2-wire analog loop and port	\$1.4596	\$0.9335
2-wire ISDN loop and port	\$3.0167	\$2.4906
4-wire analog loop and port	\$1.4596	\$0.9335
4-wire DSL loop and port	\$1.9995	\$1.2210

7

That Bellsouth has steadfastly refused to provide UNE combinations to Supra at these rates is a matter of record in this and numerous other proceedings.

⁷ PSC-98-0810-FOF-TP, page 59.

BELLSOUTH'S POSITION:

Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position. BellSouth refuses to accept that UNE combinations exist before the FCC 319 order, and that all UNE combinations previously contracted for (to Supra and perhaps many other CLECS) must now be re-contracted for at the so called "319 UNE rates". This product places limitations upon the installation of new service, only existing service may be converted. Yet BellSouth attempts to charge the full non-recurring rate for each UNE, a rate only appropriately charged for a brand new installation.

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?

SUPRA'S POSITION: Witness David Nilson

Supra Telecom and BellSouth should interconnect on an equitable basis, which is hierarchically equivalent, and not maintain the unbalanced situation where Supra Telecom incurs the expense of connecting throughout BellSouth's network, while BellSouth incur the much lower cost of connecting at the edge of Supra Telecom's network. Supra Telecom's proposal also avoid use of limited collocation space that is better used for other purposes such as interconnection to UNE loops and advanced services. Supra Telecom's proposal requires the two parties to work out a transition plan to "groom" the two networks.

BELLSOUTH'S POSITION:

BellSouth claims to offer interconnection in compliance with the requirements of the FCC rules and regulations as well as any state statute or regulation. Interconnection can be through delivery of facilities to a collocation or fiber meet arrangement or through the lease of facilities. Interconnection for AT&T originated Traffic must be accomplished through at least one interfaces on its network for the delivery of its originating traffic to AT&T. BellSouth should not be required to incur additional unnecessary cost as a result of the selection of interconnection points by AT&T. If AT&T requires BellSouth to haul BellSouth originating traffic from the originating local calling area to a point of interconnection outside that local calling area, AT&T should compensate BellSouth for its transport costs.

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?

SUPRA'S POSITION: Witness David Nilson and ADNAN ZJENILOVIC

BellSouth should cooperate with Supra Telecom, upon request, in establishing a single point of interconnection on a case-by-case basis at multi-unit installations. Where such points of interconnection do not exist, BellSouth should construct such single points of interconnection, and Supra Telecom should be charged no more than its fair share, as one service provider using this facility, of the forward-looking price. The single point of interconnection should be fully accessible by Supra Telecom technicians without the necessity of having a BellSouth technician present.

BELLSOUTH'S POSITION:

Without waiver of its ability to avail itself of any available legal remedies, BellSouth will perform in conformance with the guidelines of 47 CFR §51.319(a)(2)(E) as set forth by the FCC in CC Docket No. 96-98 UNE Remand Order.

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?

SUPRA'S POSITION: Witness David Nilson

Yes. Customers should be allowed to freely choose their local service provider regardless of the number of lines that customer purchases. Supra Telecom is entitled to purchase local circuit switching at UNE rates to provide service to ALL customer lines in Density Zone 1, not just for the first, second, and third lines purchased by customers even if those customers have four lines or more.

The FCC definition of the Density zone 1 in the top 50 MSA's only should be used for the purpose of discussion here. It is my understanding that BellSouth had proposed the density Zone definitions for their operating area in docket PSC- 99-0649-FOF-TP, but they had not yet been ratified as correctly corresponding to the FCC definitions.

The *Third Report and Order*⁸ is very clear that until the ILEC offers the enhanced Extended Loop (EEL) throughout zone 1, the LEC must continue to sell Supra lines in excess of 3 to the same customer at the same address. BellSouth has no such ubiquitously available EEL offering. The *Third Report and Order* goes on to state that Local

⁸ *Third Report and Order* Local Switching, Section V.D para 241-300.

Switching Must be provided to Supra for both line side and port side switching, so that the EEL thus provided may be combined with Local switching, Tandem Switching, and Interoffice Transport from another office(s) to provide service to a customer in Density Zone one of the 50 MSA's.

So while the *Third Report and Order* does not currently require BellSouth to provide EEL, It must provide it, as a cost based UNE, if it intends to limit the purchase of 4 or more lines to one location.

And should BellSouth choose to ubiquitously provide such an EEL, provision MUST be made to connect said EEL UNE to an Unbundled Local Switching UNE in another office. Again the FCC is quite clear on this issue. The EEL must be a cost based UNE and said UNE is not restricted in use to being connected to a CLEC switch only. No the EEL must be offered connected to a leased Unbundled Local Switching port, in this case typically a port rather than a line side connection supplying Supra and its customer all features of switch.

Until those conditions are met, BellSouth MUST continue to sell Supra Unbundled Local Switching in the same Density Zone 1 wirecenter that the the loops serving the customer terminate, regardless of the number of lines the customer purchases.

Circuit Switching. Incumbent LECs must offer unbundled access to local circuit switching, except for local circuit switching used to serve end users with four or more lines in access density zone 1 in the top 50 Metropolitan Statistical Areas (MSAs), provided that the incumbent LEC provides non-discriminatory, cost-based access to the enhanced extended link throughout zone 1. (An enhanced extended link (EEL) consists of a combination of an unbundled loop, multiplexing/concentrating equipment, and

dedicated transport. The EEL allows new entrants to serve customers without having to collocate in every central office in the incumbent's territory.) Local circuit switching includes the basic function of connecting lines and trunks on the line-side and port-side of the switch. The definition of the local switching element encompasses all of the features, functionalities, and capabilities of the switch.⁹

Incumbent LECs must also offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared transport is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches in the incumbent LEC's network.¹⁰

While the FCC declared that the ILEC is not required to offer Shared Interoffice Transport in an office where they are not required to offer switching, the EEL utilizes dedicated transport and the ILEC is not relieved of their responsibility to offer Unbundled Dedicated Interoffice Transport.

BELLSOUTH'S POSITION:

No. If an end user in Density Zone 1 has four or more lines, AT&T is not entitled to purchase local circuit switching from BellSouth at UNE rates to serve that end user.

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?

⁹ *Third Report and Order*, Section II, Executive Summary, page 11.

¹⁰ *Third Report and Order*, Section II, Executive Summary, page 12.

SUPRA'S POSITION: Witness David Nilson

No. The total number of lines served to all of the customers' locations should not be aggregated. If a customer, for example, has several locations, each served by 3 lines or less, Supra Telecom should be entitled to purchase local circuit switching from BellSouth to serve each of the locations. And as stated in Issues 29 and 30, this is a moot point until BellSouth ubiquitously offers the EEL UNE and allows it to be connected to Unbundled Local Switching in another office at cost based rates.

BELLSOUTH'S POSITION

Yes. All of the lines provided to a customer end-user, including those at every end-user location (where an end-user has multiple locations) can be aggregated restrict BellSouth's obligation to provide circuit switching at UNE rate.

Issue32A: Under what criteria may Supra Telecom charge the tandem switching rate?

Issue32B: Based on Supra Telecom's network configuration as of January 31, 2001, has Supra Telecom met these criteria?

SUPRA'S POSITION: Witness David Nilson

Yes. When Supra Telecom's switches serve a geographic area comparable to that served by BellSouth's tandem switch, then Supra Telecom should be permitted to charge tandem rate elements.

BELLSOUTH'S POSITION: Supra must demonstrate to the FPSC that (1) its switch serves a comparable geographic area and (2) the switch performs functions similar to

those performed by BellSouth's tandem switch. . Simply being capable of serving a comparable geographic area or of performing tandem switching functions is not sufficient evidence.

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?

SUPRA'S POSITION: When existing loops are provisioned on digital loop carrier facilities, and Supra Telecom requests such loops in order to provide xDSL service, BellSouth should provide Supra Telecom with access to other loops or subloops so that Supra Telecom may provide xDSL service to a customer.

Lacking that capability, BellSouth must provision Unbundled Access to the xDSL "DSLAM" used by BellSouth to provide xDSL service to its affiliates and other carriers from that same carrier serving area served by the digital loop carrier facility. They must also provide transport of said traffic over unbundled interoffice transport, or over ATM or Frame Relay data networks in the same manner they provide to their affiliates and other carriers.

Such unbundled "DSLAM", and transport shall be sold to Supra via conditions of the interconnection agreement. No separate contract, diminished terms or Access Tariff based schemes may allow BellSouth to escape its responsibility to sell said service as a cost-based UNE.

BELLSOUTH'S POSITION:

In the case where an existing loop is provisioned on a BellSouth digital loop carrier facility, and the existing loop cannot provide xDSL capable service, BellSouth is not

required to provide Supra alternative loops to allow Supra to provide the service over that loop. Supra could be required to purchase a xDSL capable loop through a separate and distinct ordering process.

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?

SUPRA'S POSITION: Witness David Nilson

The coordinated cut-over process proposed by Supra Telecom should be implemented to ensure accurate, reliable, and timely cut-overs within a 5 minute time frame. BellSouth's proposed process does not ensure that customers switching from BellSouth to Supra Telecom receive the same treatment that BellSouth customers receive. Moreover, BellSouth does not follow its own process. In many instances, BellSouth has disconnected a customer's service, invented a problem with Supra order, and left the customer disconnected for many weeks while the two companies, in effect, negotiate an issue that should have been dealt with prior to the disconnect, or else ignored altogether. If the customer call BellSouth and asks to return, they are re-connected the same day.

BELLSOUTH'S POSITION

The coordinated cut-over process proposed by BellSouth does ensure accurate, reliable and timely cut-overs. BellSouth's current SQMs measure BellSouth's performance in this area and sufficiently demonstrate that AT&T customers switching from BellSouth receive nondiscriminatory treatment.

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?

SUPRA'S POSITION: Witness David Nilson and Levoyd Williams

No. These requirements are unreasonable and are inconsistent with the examples of measures found by the FCC to be reasonable, e.g. ID badges, security cameras, cabinet enclosures, and separate central building entrances. Such requirements are excessive, increasing collocation costs without providing additional protection to BellSouth. Moreover, such requirements are discriminatory as applied to Supra Telecom. Supra Telecom is willing to indemnify BellSouth, on a reciprocal basis, for any bodily injury or property damage caused by Supra Telecom's employees or agents.

By order of the FCC in 98-48, the *Advanced Services Order* the FCC declared that the ILEC may not impose security restrictions more stringent than it applies to its own employees. Period.

BELLSOUTH'S POSITION:

BellSouth advocates such extensive investigations for ALECs but uses less stringent background checks for its own employees.

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

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. [REDACTED]
[REDACTED]
[REDACTED]

In addition, such is mandated under the parity provisions of the Telecommunications Act, Supra Telecom should be allowed direct access to the same OSS, databases and legacy systems that BellSouth uses to provision its customers. See FCC Third Report and Order Paragraphs 433-435. Supra should only have to perform the same number of functions that BellSouth performs in order to accomplish the same results.

BELLSOUTH'S POSITION:

No. Supra Telecom should only have access to the alternative "buffered" OSS which BellSouth makes available to ALECs in general.

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?

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. These signals are generated by the switch port in order to let the end user know that a voice message is waiting for that end-user. The previous interconnection agreement recognized the fact that this signaling and all other related voicemail signaling is part of the switch port, there should be no additional charges beyond the port cost for such signaling. Supra believes the language in the previous interconnection agreement should remain.

The *Third Report and Order* is again very clear on this point:

In the *Local Competition First Report and Order*, the Commission defined local circuit switching as including the basic function of connecting lines and trunks.¹¹ In addition to line-side and trunk-side facilities, the definition of the local switching element encompasses all the features, functions and capabilities of the switch.¹² With the exception of MCI WorldCom, no commenter proposes that we modify the current definition of local switching. We disagree with MCI WorldCom, and find no reason to alter our current definition of local circuit switching.¹³

Both ISVM and SMDI are functions of the switch, delivered to BellSouth as part of the switch generic, and MUST be sold to SUPRA with the local switching port. The fact that BellSouth seeks to remove this from the agreed upon text of the Interconnection only highlights the need to have this issue clearly spelled out to avoid future problems.

BELLSOUTH'S POSITION: Exact position unknown, but Supra Telecom believes that BellSouth may dispute this position.

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

SUPRA'S POSITION: Witnesses Carol Bentley and Olukayode Ramos

¹¹ See *Local Competition First Report and Order*, 11 FCC Rcd. at 15706, para. 412. The line-side switch facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between trunk termination at a trunk-side cross-connect panel and a trunk card. The "features, functions, and capabilities" of the local switch include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks.

¹² *Id.* The local switching element includes all vertical features that the switch is capable of providing, including customized routing functions, CLASS features, Centrex and any technically feasible customized routing functions. Custom calling features, such as call waiting, three-way calling, and call forwarding, are switch-based calling functions. CLASS features, such as caller ID, are number translation services that are based on the availability of interoffice signaling.

¹³ *Third Report and Order* para 244.

Yes. Pursuant to the current interconnection agreement, BellSouth is required to allow Supra Telecom to audit the books and records of BellSouth in order that Supra Telecom may verify the accuracy of BellSouth's billing.

BELLSOUTH'S POSITION: Exact position unknown, but Supra Telecom believes that BellSouth does not want Supra Telecom to have the right to audit BellSouth's billing.

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

SUPRA'S POSITION: Witness Carol Bentley

BellSouth should be required to continue its current practice of not rendering bills for charges more than one year old. BellSouth does not render bills to its own retail customers for charges more than one year old, and BellSouth should not bill Supra Telecom, as a wholesale customer, any differently.

BELLSOUTH: BellSouth should not be required by contract to waive its statutory right to collect charges for services provided but for which payment has not been received at any point during the applicable statute of limitations of course, such time period would also extend to AT&T's right to complain about a billing.

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?

SUPRA'S POSITION: Witness Olukayode Rambs

Unless this Commission or the FCC has stated otherwise, Supra Telecom believes that it should be able to adopt any single discrete service, term, rate, right, responsibility or obligation found (or which in the future may be found) in any other agreement in which BellSouth is a party and which agreement is filed with this Commission. Basically, Supra can pick and choose which terms it wishes to adopt, and need not adopt an entire agreement in order to get the terms it wishes.

BELLSOUTH'S POSITION: Exact position unknown, but Supra Telecom believes that BellSouth's position is that Supra Telecom must adopt basically a new interconnection agreement and for practical purposes, there effectively is no pick and choose right.

SUPRA'S POSITION: BellSouth should permit Supra Telecom to substitute more favorable terms and conditions effective as of the date of Supra Telecom's request and should post such agreements on its web-site. BellSouth currently makes it difficult for competitors to see what terms and conditions it has granted other carriers. Supra's CEO now sees that information monthly, but it should be openly posted for all to see.

BELLSOUTH'S POSITION: Supra Telecom should be permitted to substitute more favorable terms and conditions consistent with the Act and applicable FCC rules. Because approved interconnection agreements are available from the FPSC. BellSouth should not be required to provide a copy to Supra Telecom.

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

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

SUPRA'S POSITION: by Olukayode Ramos

[REDACTED]

[REDACTED]

[REDACTED] Lack of electronic ordering increases the possibility of errors and increases costs. BellSouth reported order flow-through for business services for two years before taking the position that these requests do not flow through. BellSouth formerly claimed only that complex business requests did not flow through, but even then, BellSouth admits that its service representatives types their requests into a front end system (DOE or SONGS), which then accepts

Valid request and issues the required service orders. Examples of instances in which Supra Telecom requires electronic ordering capability are the UNEs and UNE combinations (or UNE Platforms), handling of remaining service on partial migrations, use LSR fields to establish proper billing accounts, ability to order xDSL loops, ability to order digital loops, ability to order complex directory listings, ability to order loops and LNP on a single order, and ability to change main account number on a single order.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth's position that it does not have to permit electronic ordering for all services and elements, but only those of BellSouth's choosing.

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

SUPRA'S POSITION: Witness Olukayode Ramos

BellSouth should provide electronic processing after electronic ordering. Examples of instances in which Supra Telecom submits electronic orders that are subsequently processed manually include basis service changes together with virtually every other service ordered. Supra Telecom constantly experiences problems with BellSouth's ordering interfaces in that the front end system such as LENS accepts the orders; but then such orders are thrown into clarification because BellSouth's systems are defective, thus requiring manual intervention. One well established example is that BellSouth's systems throw into clarification conversion orders from customers who order other services from BellSouth such as paging services and internet access. When a customer orders such other services, although the LENS system may accept the order, the BellSouth system subsequently rejects the order because BellSouth personnel must separate the non-regulated service (i.e. internet or paging) from the telephone service. Supra Telecom should have the right and ability to fix these ordering problems by having direct electronic access into the BellSouth system.

BELLSOUTH'S POSITION:

Requests for changes or revisions to BellSouth's electronic interfaces to its OSS should be submitted through the I-CCP. This process allows BellSouth and the ALEC community to review prioritizes and manages changes and revisions to the electronic interfaces based on the needs of the ALEC participants. The ALEC participants control this process and the associated timelines. Although to BellSouth's knowledge no ALEC has submitted this request to the I-CCP, the I-CCP would be the appropriate forum to handle such a request.

Non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no manual handling. Some services, such as complex services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of request for ALECs may also require some manual processing for these same functions. Local service requests for some types of services are submitted electronically but "fall out" by design for processing. Even though the requests by design "fall out" for processing, electronic submission of the request improves the overall efficiency and effectiveness of order processing.

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

SUPRA'S POSITION: Witness Carol Bentley

At Supra Telecom's request, BellSouth should provide any and all billing records made available by any other RBOC, ILEC or other telecommunications carrier (including itself) according to standard industry record formats; including billing records with all

EMI standard fields. BellSouth only currently wishes to make available certain billing records, which do not include records necessary to determine and calculate legitimate billing such as for reciprocal compensation. BellSouth should not be able to skirt its obligations under the Telecommunications Act by refusing to make available industry standard billing records.

BELLSOUTH'S POSITION:

Irrespective of the fact that the data provided is insufficient to provide Supra Telecom the right to perform complete billing, BellSouth believes it only needs to make available those records found in its ADUF, ODUF, and EODUF files.

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?

SUPRA'S POSITION: Witness David Nilson

Yes. BellSouth's position that sharing of the spectrum on local loop/port combination is only permitted when BellSouth utilizes the portion of the spectrum to provide voice is discriminatory and anti-competitive. Any purchaser of local loops from BellSouth should be allowed to use the loop in providing both voice and data at the same time. There are not technical constraints to this arrangement. The Commission's ordering of such arrangement will further the deployment of advanced data services to all portions of the state, and will not be dependent on the deployment schedule of BellSouth alone.

Furthermore, when Supra is utilizing the voice spectrum of the loop, and another carrier utilizes the high frequency portion of the spectrum (or vice versa) Supra must be

compensated one half of the local loop cost as defined by the FCC Advanced services order.¹⁴ At present, Supra has numerous customers that have xDSL service from other carriers, and BellSouth refuses to charge Supra less for those customers than for customers with no xDSL service. Yet BellSouth is being paid twice for the same element. This must be corrected:

BELLSOUTH'S POSITION:

No. BellSouth only will allow Supra to share the spectrum on a local loop/port combination when BellSouth utilizes the portion of the spectrum to provide voice.

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

SUPRA'S POSITION: Witness Olukayode Ramos

No. When BellSouth fails to provide an electronic interface, it should not be able to impose a manual ordering charge.

BELLSOUTH'S POSITION:

Exact position unknown, however Supra Telecom notes that BellSouth wants to impose manual charges regardless of whether an electronic interface is unavailable.

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?

¹⁴ FCC order 98-147 in Docket 98-48.

SUPRA'S POSITION:

Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount. BellSouth's failure to properly include products in its Tariffs is an anti-competitive measure that is quite prevalent. BellSouth can, and does, commit acts of omission in certain tariffs to force an ALEC to order from other higher priced tariffs in order to obtain a service. The statement "its only available from the xyz tariff" is prima facie evidence of BellSouth's anti-competitive tactics in this arena.

BELLSOUTH'S POSITION: No. Only private line and GSST tariff services are available for discount consistent with the Act.

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

SUPRA'S POSITION: Witness David Nilson

Supra Telecom should have the right to designate any technically feasible point for access to UNEs. See First Report and Order

BELLSOUTH'S POSITION: Supra Telecom should be able to obtain access to UNEs only at demarcation points established by BellSouth.

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?

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request.

BELLSOUTH: No. BellSouth is not required to provide such a process.

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

SUPRA'S POSITION: Witnesses Olukayode Ramos and David Nilson

Yes. [REDACTED]

Alternatively, BellSouth should provide these database downloads without a license agreement or use restrictions and should provide these downloads at no cost. Supra Telecom already has the right to RSAG in its present agreement "batch feeds" with "monthly updates."

BELLSOUTH: No. BellSouth should have no obligation to do so.

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?

SUPRA'S POSITION: Witness Carol Bentley and Olukayode Ramos

No. BellSouth should not receive additional payment when it fails to perform in accordance with the specified expedited time-frame.

BELLSOUTH'S POSITION:

Yes. Supra Telecom should be required to pay expedite charges under these circumstances.

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?

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. Identifying all errors in the order will prevent the need for submitting the order multiple times. Additionally, if any order has been clarified, BellSouth should be required not immediately notify Supra Telecom that the order has been clarified. Currently, Supra Telecom has had to constantly track orders in order to catch clarifications. Although the clarifications are resulting from BellSouth internal errors, BellSouth nevertheless does not notify anyone of the clarification and without being pushed, will let the order sit until it is purged by the system. Obviously BellSouth does not treat its own customers so poorly. Since BellSouth will notify itself of ordering problems, it should be obligated under the parity provisions to notify Supra Telecom as well.

For its own part, BellSouth seeks to be obsequious in dealing with Supra. For example, there is a field on some orders that consists of four alphanumeric characters. Each character means something different to the circuit configuration, and could have been setup as four separate fields. They were not. If there is an error in this four character field, BellSouth even refuses to identify which of the four character position contains the error! This attempt to avoid Supra's business is not conducive to competition envisioned by the Act.

BELLSOUTH'S POSITION: No. BellSouth's systems do not enable it to identify all errors in an order.

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?

SUPRA'S POSITION: Witness Olukayode Ramos

BellSouth should not be allowed to purge orders when the order passes through the front-end ordering interface (such as LENS). Any further problems with the order are now the responsibility of BellSouth, and BellSouth should not be allowed to skirt its responsibility to complete the orders simply by letting the orders sit until the system purges them. By purging orders, BellSouth is able to hide the problems with its OSS systems. Thus the orders should not be purged and should remain on the BellSouth system until BellSouth personnel fix the clarification problems. Alternatively, if any orders are dropped by BellSouth's systems, BellSouth should be under an obligation to affirmatively notify Supra Telecom (electronically or in writing) within 24 hours of the order being dropped.

For example these system errors can be as innocuous as the customer having BellSouth paging Service, or BellSouth.Net Internet service and the customer elects to leave those services with BellSouth. Many Supra customers have been lost back to BellSouth over this "tactic".

BELLSOUTH'S POSITION: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

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

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. Supra Telecom should receive completion notices for all orders, including manual orders. Customers expect to be billed for the actual use of the network. Giving Supra an FOC (firm Order Commitment), missing that date by days or weeks, and never giving notice of when the service is actually turned on leads to billing issues. The customer is either billed by both Supra and BellSouth or neither. BellSouth is in a position to either damage Supra reputation by the apparent double billing being explained as Supra's mistake, or to cause Supra to lose revenue through no billing. Since the service technicians report ALL completions to BellSouth for correct billing, BellSouth is clearly not providing Supra with OSS party on this issue.

BELLSOUTH'S POSITION:

While BellSouth cannot provide the same kind of completion notification to Supra Telecom as when the order is submitted electronically, BellSouth provides information regarding the status of an order, including completion of the order, through its ALEC service Order Tracking System.

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

SUPRA'S POSITION: Witness Olukayode Ramos

BellSouth should not be able to use the threat of disconnection while a payment dispute is pending. The appropriate remedy should be determined in dispute resolution.

BELLSOUTH'S POSITION:

BellSouth wishes to be able disconnect service over such payment disputes.

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?

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. There should be no limitation of liability for material breaches of the Agreements.

BELLSOUTH'S POSITION:

No. Supra Telecom's proposed language is inappropriate for inclusion in the agreements because it is not subject to Sections 251 and 252 of the Act.

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?

SUPRA'S POSITION: Witness Olukayode Ramos

Yes. The current interconnection agreement allows for the remedy of specific performance and so should this interconnection agreement. Services under the Agreements are unique, and specific performance is an appropriate remedy for BellSouth's failure to provide the service as required in the Agreement.

BELLSOUTH'S POSITION: Whether specific performance is appropriate is a legal question dependent upon the specific breach. This is not an appropriate subject for arbitration under Sections 251 and 252.

(G) STIPULATED ISSUES

As stated above, issues 2, 3 and 39 are settled by the parties

(H) PENDING MOTIONS

- (i) Supra's Status and Complaint regarding BellSouth's Bad Faith Negotiations; and
- (ii) Supra's Motion to Stay BellSouth's Petition for Arbitration of Interconnection Agreement Pending Resolution of Supra's Complaint Regarding BellSouth's Bad Faith Negotiation Tactics.

This is a crucial issue that should be determined before this case proceeds to hearing. Supra contends that it is entitled to (1) receive information from BellSouth regarding BellSouth's own network, and (2) negotiate the Follow On Agreement from the parties' FPSC-approved present agreement, which is on file with the FPSC. Supra needs the requested information in order to both identify new issues to be included in the Follow On Agreement and to find evidence to support its position as to issues that have already been identified. As the parties' current agreement provides that the terms of the Follow On Agreement shall apply retroactively to the date of the expiration of the current agreement, BellSouth is not prejudiced as a result of a delay in the present arbitration.

(I) CLAIM FOR CONFIDENTIALITY

The parties do not have any difference in treating these proceedings with confidentiality, so long as it comports with the Administrative rules on confidentiality. Supra however will not object to publishing the commercial award or any related documents if confidentiality will adversely impact its legal rights.

(J) OTHER REQUIREMENTS

There are no other requirements of which Supra is aware that cannot be complied with.

(K) PENDING JUDICIAL PROCEEDINGS THAT MIGHT HAVE AN IMPACT ON THIS PROCEEDING.

Supra has filed for confirmation of the Award in the United States District Court for the Southern district of Florida, Case No. 01-3365-CIV-KING, which might have an impact on this proceeding.

Respectfully Submitted, this 22nd day of August 2001

**SUPRA TELECOMMUNICATIONS
& INFORMATION SYSTEMS, INC.**
2620 S.W. 27th Avenue
Miami, Florida 33133
Telephone: (305) 476-4248
Facsimile: (305) 443-9516

By: _____
**BRIAN CHAIKEN
ADENET MEDACIER**

CERTIFICATE OF SERVICE

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

Federal Express this 22nd day of August, 2001 to the following:

Wayne Knight
Staff Counsel
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Nancy B. White, Esq.
Museum Tower
150 West Flagler Street
Suite 1910
Miami, Florida 33130

R. Douglas Lackey, Esq.
J. Phillip Carver, Esq.
General Attorneys
Suite 4300, BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375
(404) 335-0710

**SUPRA TELECOMMUNICATIONS
& INFORMATION SYSTEMS, INC.**
2620 S.W. 27th Avenue
Miami, Florida 33133
Telephone: (305) 476-4248
Facsimile: (305) 443-9516

By: _____

**BRIAN CHAIKEN
ADENET MEDACIER**