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March 12, 2002

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

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

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Patrick C. Finlen, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



E. Earl Edenfield, Jr. (EA)

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

DOCUMENT NUMBER-DATE

02887 MAR 12 08

FPSC-COMMISSION CLERK


CERTIFICATE OF SERVICE
Docket No. 001097-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and Federal Express this 12th day of March, 2002 to the following:

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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF PATRICK C. FINLEN
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 001097-TP
MARCH 12, 2002

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. (HEREINAFTER REFERRED TO AS "BELLSOUTH").

A. My name is Patrick C. Finlen. I am employed by BellSouth as a Managing Director in the Customer Markets, Wholesale Pricing Operations Department. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. ARE YOU THE SAME PATRICK C. FINLEN WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to address the issues raised in the Direct Testimony of Mr. David Nilson and Mr. Olukayode A. Ramos of

1 Supra Telecommunications and Information Systems, Inc. ("Supra").

2 Specifically these issues are:

3

4 • Which Agreement between BellSouth and Supra applies to
5 the billing dispute at issue in this Arbitration; and

6

7 • The provisions of the applicable Agreement that allow
8 BellSouth to bill Supra for the End User Common Line
9 Charge, changes in service, unauthorized local service
10 changes and reconnections, and secondary service charges.

11

12 Additionally, I will address the issues that Supra has raised outside the
13 scope of this proceeding. Specifically:

14

15 • Supra's allegation that BellSouth has committed fraud and
16 conducted bad faith negotiations in its dealings with Supra
17 regarding the October 23, 1997 Supra/BellSouth Interconnection
18 Agreement (Mr. Ramos' testimony, pages 4 through 8; and Mr.
19 Nilson's testimony, pages 41 through 43, and pages 49 through
20 50);

21

22 • Supra's assertion that BellSouth failed to allow Supra to
23 purchase Unbundled Network Elements ("UNEs") pursuant to
24 the provisions of the October 23, 1997 Supra/BellSouth
25 Interconnection Agreement. (Mr. Ramos' testimony, pages 6 and

1 7, and Mr. Nilson's testimony, pages 32 through 40, pages 50
2 through 58, and pages 65 through 70;

3

4 • The circumstances leading up to Supra's adoption of the
5 BellSouth/AT&T Interconnection Agreement (Mr. Ramos'
6 testimony, pages 8 through 11);

7

8 • The issues regarding the implementation of the BellSouth/AT&T
9 Interconnection Agreement arising through the private arbitration
10 proceedings (Mr. Nilson's testimony, pages 30 through 32,
11 pages 43 through 49, and pages 58 through 64).

12

13 Q. HOW IS YOUR TESTIMONY STRUCTURED?

14

15 A. First, I will address the specific issues that are raised in this Docket.
16 Then, I will refute the allegations in Mr. Nilson's and Mr. Ramos' direct
17 testimony regarding the negotiation process of the 1997
18 Supra/BellSouth Interconnection Agreement, the adoption process of
19 the BellSouth/AT&T Interconnection Agreement on October 5, 1999,
20 and the issues regarding the implementation of the BellSouth/AT&T
21 Interconnection Agreement. Even though these issues are outside the
22 scope of this hearing, due to the inflammatory and false nature of
23 Supra's statements these issues must be addressed. Therefore, I have
24 devoted an entire section of my testimony to rebutting these false
25 allegations.

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Issues

Issue 1 "Should the rates and charges contained (or not contained) in the 1997 AT&T/BellSouth Agreement apply to the BellSouth bills at issue in this Docket?"

Q. IN MR. NILSON'S AND MR. RAMOS' DIRECT TESTIMONY THEY DISCUSS THE VARIOUS AGREEMENTS BETWEEN BELLSOUTH AND SUPRA. WOULD YOU PLEASE IDENTIFY FOR THE COMMISSION THESE VARIOUS AGREEMENTS?

A. Certainly. As can be seen in Exhibit PCF-17, the following agreements have been entered into between Bellsouth and Supra in the state of Florida:

Effective Date	1997 through 1999 Agreements
June 1, 1997	Resale Agreement
July 24, 1997	Collocation Agreement
October 23, 1997	Interconnection Agreement

Effective Date	1999 to Present Agreement
October 5, 1999	Adoption of BellSouth/AT&T Interconnection Agreement to replace all of the 1997 Agreements.

1 Q. DO YOU AGREE WITH MR. NILSON THAT "IN THE STRICTEST
2 SENSE, THE RESALE AGREEMENT GOVERNS THE RESALE
3 RELATIONSHIP PRIOR TO OCTOBER, 5, 1999...?" (PAGE 8, LINE
4 23, AND PAGE 9, LINE 1)?

5

6 A. Absolutely. Mr. Nilson is correct that the May 1997 Resale Agreement
7 should govern the period that is in dispute, that is June 10, 1997
8 though October 4, 1999.

9

10 Q. IF MR. NILSON BELIEVES THE RESALE AGREEMENT GOVERNS
11 THE RELATIONSHIP BETWEEN THE PARTIES PRIOR TO
12 OCTOBER 5, 1999, THEN WHAT IS THE BASIS FOR MR. NILSON'S
13 POSITION THAT THE RATES, TERMS AND CONDITIONS IN THE
14 BELLSOUTH/AT&T INTERCONNECTION AGREEMENT ARE
15 APPLICABLE TO BELLSOUTH'S BILLING OF CHARGES AT ISSUE
16 IN THIS DOCKET?

17

18 A. Mr. Nilson's position is based on a certain provision set forth in the
19 1997 Resale Agreement, which Mr. Nilson claims provides that the
20 rates, terms and conditions of the BellSouth/AT&T Interconnection
21 Agreement should be applied retroactively to this dispute. This is
22 incorrect since the adoption of the BellSouth/AT&T Interconnection
23 Agreement by Supra was "effective as of the 5th day of October, 1999."
24 (Exhibit PCF-18)

25

1 Q. WHAT PROVISION OF THE 1997 RESALE AGREEMENT BETWEEN
2 BELLSOUTH AND SUPRA DOES MR. NILSON CITE TO SUPPORT
3 SUPRA'S POSITION THAT THE RATES, TERMS AND CONDITIONS
4 OF THE JUNE 10, 1997 BELLSOUTH/AT&T INTERCONNECTION
5 AGREEMENT SHOULD BE APPLIED RETROACTIVELY TO JUNE
6 10, 1997?

7
8 A. On page 9, lines 6 though 11 of his direct testimony, Mr. Nilson alleges
9 that Section XVI of the 1997 Resale Agreement supports Supra's
10 position that the BellSouth/AT&T Interconnection Agreement should be
11 applied retroactively to June 10, 1997.

12
13 Q. DO YOU AGREE WITH MR. NILSON THAT ANY REFERENCE TO
14 THE PHRASE "REVISED AGREEMENT" IN SECTION XVI F.2
15 SHOULD BE CONSIDERED AS IRRELEVANT IN HIS ANALYSIS OF
16 SECTION XVI IN THE 1997 RESALE AGREEMENT, AS STATED ON
17 PAGE 14, LINES 9 THROUGH TO LINE 11 OF HIS DIRECT
18 TESTIMONY?

19
20 A. No. I do not agree that the phrase "revised agreement" in Section XVI
21 F.2 is irrelevant, as I will demonstrate further in my testimony.

22
23 Q. BEGINNING ON PAGE 14, LINE 13 THROUGH PAGE 17, LINES 20,
24 MR. NILSON ANALYZES SECTION XVI B. OF THE 1997 RESALE

25

1 AGREEMENT. WOULD YOU CARE TO COMMENT ON HIS
2 INTERPRETATION OF THIS SECTION?

3
4 A. Certainly. Pursuant to 47 C.F.R § 51.303 and Section 252(i) of the
5 Telecommunications Act of 1996, Section XVI B. allowed Supra to
6 adopt sections of Commission-approved Resale Agreements executed
7 between BellSouth and any third-party for the purpose of ensuring that
8 BellSouth treated all ALECs with parity. As Mr. Nilson points out, once
9 BellSouth entered into an agreement with a third party then such rates,
10 terms and conditions (Other Terms) that were made available to the
11 third party were also available for adoption by any other party, in this
12 case Supra.

13
14 Q. DID SUPRA EVER INCORPORATE ANY OF THE RATES, TERMS
15 AND CONDITIONS OF THE BELLSOUTH/AT&T INTERCONNECTION
16 AGREEMENT INTO ITS 1997 RESALE AGREEMENT WITH
17 BELLSOUTH?

18
19 A. No. Supra did not ever incorporate any of the rates, terms and
20 conditions of the BellSouth/AT&T Interconnection Agreement into its
21 1997 Resale Agreement with BellSouth. Supra chose to adopt in its
22 entirety the BellSouth/AT&T Interconnection Agreement as a
23 subsequent agreement to replace its 1997 Resale, Collocation and
24 Interconnection Agreements. As I state further in my rebuttal
25 testimony this subsequent agreement did not become effective until

1 October 5, 1999. Additionally, Section 22.10 of the BellSouth/AT&T
2 Interconnection Agreement states that it “supersedes any prior
3 agreements...” Therefore, the 1997 Resale Agreement was effective
4 from June 1, 1997 through October 5, 1999, the date Supra adopted
5 the BellSouth/AT&T Interconnection Agreement.

6

7 Q. DO YOU AGREE WITH MR. NILSON'S INTERPRETATION,
8 BEGINNING ON PAGE 18, LINE 1 TO PAGE 25, LINE 10 OF
9 SECTION XVI F.2?

10

11 A. No. Mr. Nilson's conclusion that this section means the rates, terms
12 and conditions of the BellSouth/AT&T Interconnection Agreement
13 should be applied retroactively back to the effective date of that
14 Agreement is incorrect. The purpose of this section was to provide a
15 corrective payment between the date a Reseller accepts Other Terms
16 (i.e., adopts the terms of another agreement) through the date that the
17 parties execute an amendment or revised agreement to incorporate
18 such rates, term and conditions.

19

20 For example, if an ALEC notified BellSouth on March 1, 2002 that it
21 was accepting the rates from another agreement and the parties did
22 not execute an amendment to incorporate these requested rates until
23 April 1, 2002, then a corrective payment would be due for the period
24 March 1, 2002 to April 1, 2002, and not to the date the rates were
25 initially offered to the original third party as Mr. Nilson has concluded.

1 Even Mr. Nilson has admitted, on page 17, lines 14 through 17, and
2 Page 24, lines 16 and 17 that the date Supra accepted the rates, terms
3 and conditions of the BellSouth/AT&T Interconnection Agreement was
4 not until October 5, 1999.

5

6 Q. DO YOU AGREE WITH MR. NILSON THAT THE RATES, TERMS
7 AND CONDITIONS, AT ISSUE IN THIS DOCKET, IN THE
8 BELL SOUTH/AT&T INTERCONNECTION AGREEMENT WERE
9 MORE FAVORABLE THAN THOSE CONTAINED IN THE 1997
10 RESALE AGREEMENT? (PAGE 8, LINES 15 AND 16; PAGE 13,
11 LINES 7 THROUGH 11 AND LINES 18; PAGE 16, LINES 1
12 THROUGH 7; PAGE 20 LINES 18 THROUGH 20)

13

14 A. Absolutely not. The rates, terms and conditions at issue in this Docket
15 are the same in the BellSouth/AT&T Interconnection Agreement and
16 the 1997 Resale Agreement.

17

18 Provisions for the billing of the End User Common Line Charge,
19 Unauthorized Change Charge, and Secondary Service Charge are set
20 forth in Sections 34 and 35 of the General Terms and Conditions of the
21 BellSouth/AT&T Interconnection Agreement and are identical to those
22 included in the 1997 Resale Agreement.

23

24

25

1 Q. ON PAGE 30, LINES 6 THROUGH 14, MR. NILSON BELIEVES THAT
2 SUPRA IS OWED INTEREST PURSUANT TO THE 1997 RESALE
3 AGREEMENT. WOULD YOU CARE TO COMMENT?

4
5 A. Even if Supra were correct that the BellSouth/AT&T Interconnection
6 Agreement is applicable, as I've stated above, and in more detail
7 below, the rates terms and conditions for this issues in this Docket are
8 the same in both agreements and therefore no interest for a corrective
9 payment would be due. This is just one more example of Supra
10 attempting to twist some language to its benefit. Furthermore, as I
11 have pointed out repeatedly, the BellSouth/AT&T Interconnection
12 Agreement is not applicable to the time period for the issues in this
13 Docket.

14
15 Q. DOES MR. NILSON ADDRESS ISSUES TWO (2), THREE (3) AND
16 FOUR (4) OF THIS DOCKET?

17
18 A. No. Mr. Nilson does not address issues two (2), three (3), and four (4)
19 of this Docket. Mr. Nilson has only addressed the issue of which
20 agreement is applicable to the billing of resold services for the period
21 June 1997 through October 1999 (i.e., Issue 1). In his direct testimony,
22 Mr. Nilson failed to address whether BellSouth billed Supra
23 appropriately for End-User Common Line Charges (Issue 2); changes
24 in services, unauthorized local service changes, and reconnections
25 (Issue 3); and secondary service charges (Issue 4) pursuant to the

1 BellSouth/Supra Interconnection and Resale Agreement. Therefore, it
2 appears that Supra has conceded that on issues two (2), three (3), and
3 four (4) BellSouth did in fact bill Supra appropriately pursuant to the
4 BellSouth/Supra Interconnection and Resale agreement. On these
5 three issues all Mr. Nilson has argued is that the BellSouth/AT&T
6 Interconnection Agreement had more favorable rates, terms and
7 conditions. Aside from being incorrect about the rates themselves,
8 what Mr. Nilson does not realize is the BellSouth/AT&T Interconnection
9 Agreement is not relevant to these three issues. I will, however,
10 address Mr. Nilson's incorrect interpretation of the BellSouth/AT&T
11 Interconnection Agreement, as he believes that it applies to issues in
12 this Docket.

13

14 **Issue 2. "Did BellSouth bill Supra appropriately for End-User Common**
15 **Line Charges pursuant to the BellSouth/Supra interconnection**
16 **and resale agreement?"**

17

18 Q. DO YOU AGREE WITH MR. NILSON THAT THE BELLSOUTH/AT&T
19 INTERCONNECTION AGREEMENT DOES NOT ALLOW FOR THE
20 BILLING OF THE END USER COMMON LINE CHARGE? (PAGE 27,
21 LINE 8 TO PAGE 28, LINE 4)

22

23 A. No. Mr. Nilson is not correct in his interpretation of the BellSouth/AT&T
24 Interconnection Agreement regarding the End User Common Line
25 Charge.

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Q. WHAT DOES THE BELLSOUTH/AT&T INTERCONNECTION AGREEMENT STATE ABOUT THE END USER COMMON LINE CHARGE?

A. The BellSouth/AT&T Interconnection Agreement states in Section 34 of the General Terms and Conditions the following:

General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission. [Emphasis added]

As I stated in my direct testimony, both the FCC rule 47 C.F.R. § 57.617 (Exhibit PCF-9) and BellSouth's FCC Tariff No. 1, Section 4.6 (A) (Exhibit PCF-8) contain provisions for the billing of EUCL charges.

Issue 3. "Did BellSouth bill Supra appropriately for changes in services, unauthorized local service changes, and reconnections pursuant to the BellSouth/Supra interconnection and resale agreements?"

1 Q. DO YOU AGREE WITH MR. NILSON THAT THE BELLSOUTH/AT&T
2 INTERCONNECTION AGREEMENT DOES NOT ALLOW FOR THE
3 BILLING OF THE UNAUTHORIZED CHANGE CHARGES? (PAGE 28,
4 LINES 6 THROUGH 14)

5

6 A. No. Mr. Nilson is simply incorrect in his interpretation of the
7 BellSouth/AT&T Interconnection Agreement. This agreement does
8 authorize BellSouth to bill for the changing an end user's local
9 exchange service without their permission. The appropriate charge for
10 such action is the unauthorized change charge.

11

12 Q. WHERE DOES THE BELLSOUTH/AT&T INTERCONNECTION
13 AGREEMENT ADDRESS UNAUTHORIZED CHANGE CHARGES?

14

15 A. Section 34 of the General Terms and Conditions of the BellSouth/AT&T
16 Interconnection Agreement authorizes the billing of the unauthorized
17 change charge. As I stated in my direct testimony the unauthorized
18 change charge is billed in accordance with Section 13.3.3 of the
19 BellSouth F.C.C. No. 1 Access Tariff, which has been approved by the
20 Federal Communications Commission.

21

22 Q. IS MR. NILSON CORRECT IN HIS ASSERTION ON PAGE 29, LINES
23 17 THROUGH 19, THAT THE 1997 RESALE AGREEMENT
24 BETWEEN SUPRA AND BELLSOUTH DOES NOT REQUIRE SUPRA
25 TO OBTAIN LETTERS OF AUTHORIZATION?

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A. No, Mr. Nilson is incorrect. The 1997 Resale Agreement does require letters of authorization. This requirement is set forth in Section VI, Subsections D. and F. Section VI D. states the following:

The Company will not require end user confirmation prior to establishing service for [Supra]'s end user customer. [Supra] must, however, be able to demonstrate end user authorization upon request.

The purpose of this section is to allow BellSouth to change an end user from one local service provider to Supra without requiring Supra to produce a letter of authorization beforehand. However, in the event a dispute arises as to the consent of the End User in changing local service providers, an end user authorization must be produced upon request. This requirement is set forth in Section VI F., which states:

If the Company determines that an unauthorized change in local service to [Supra] has occurred, the Company will reestablish service with the appropriate local service provider and will assess [Supra] as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will

1 also be assessed to [Supra]. These charges can be adjusted if
2 [Supra] provides satisfactory proof of authorization.

3

4

recurring Charge

5

(a) each Residence or Business line **\$19.41**

6

7 **Issue 4. "Did BellSouth bill Supra appropriately for secondary service**
8 **charges pursuant to the BellSouth/Supra interconnection and**
9 **resale agreements?"**

10

11 Q. DO YOU AGREE WITH MR. NILSON THAT THE BELLSOUTH/AT&T
12 INTERCONNECTION AGREEMENT DOES NOT ALLOW FOR THE
13 BILLING OF THE SECONDARY SERVICE CHARGE? (PAGE 28,
14 LINE 16 TO PAGE 29, LINE 2)

15

16 A. No. Mr. Nilson is again mistaken in his interpretation of the
17 BellSouth/AT&T Interconnection Agreement. This agreement does
18 authorize BellSouth to bill for the transference of responsibility from one
19 local service provider to another.

20

21 Q. WHAT PROVISION OF THE BELLSOUTH/AT&T
22 INTERCONNECTION AGREEMENT AUTHORIZES THE BILLING OF
23 A SECONDARY SERVICE CHARGE?

24

25

1 A. Section 35 of the General Terms and Conditions of the BellSouth/AT&T
2 Interconnection Agreement authorizes the billing of Secondary Service
3 Charges. This section states in part the following:
4

5 **Local Service Resale**

6 The rates that AT&T shall pay to BellSouth for resold Local
7 Services shall be BellSouth's Retail Rates less the applicable
8 discount. [Emphasis added]
9

10 Therefore all applicable retail rates for telecommunications services
11 and their associated charges shall be applied in accordance with the
12 appropriate BellSouth Tariff. As I stated in my direct testimony the
13 Secondary Service Charge is contained in Section A4.1 of the
14 BellSouth General Subscriber Service Tariff and applies per customer
15 order for the receiving, recording, and processing of customer requests
16 to change services, or add new or additional services." This includes
17 "transfers of responsibility."
18

19 **Issues raised outside the scope of this Docket**
20

21 **Supra's allegation that BellSouth has committed fraud and**
22 **conducted bad faith negotiations in its dealings with Supra**
23 **regarding the October 23, 1997 Supra/BellSouth Interconnection**
24 **Agreement (Mr. Ramos' testimony, pages 4 through 8; and Mr.**
25

1 **Nilson's testimony, pages 41 through 43, and pages 49 through**
2 **50);**

3

4 Q. ON PAGES 4, LINE 1 THROUGH PAGE 6, LINE 13, AND PAGE 7,
5 LINE 21 THROUGH PAGE 8, LINE 12 OF MR. RAMOS'S DIRECT
6 TESTIMONY, MR. RAMOS ACCUSES BELLSOUTH OF
7 "EXPLOIT[ING] ITS MONOPOLY POWER," AND "ENGAGING IN BAD
8 FAITH NEGOTIATIONS." WOULD YOU CARE TO COMMENT?

9

10 A. Yes, I would. Mr. Ramos' allegations are simply not true. As I will
11 demonstrate below, none of these charges are founded on facts, but
12 are simply figments of Mr. Ramos' imagination.

13

14 Q. ON PAGE 4, LINE 23, MR. RAMOS ASSERTS THAT HE FIRST
15 CONTACTED BELLSOUTH IN JANUARY 1997, AND THAT MR.
16 GREGG BECK PRESENTED SUPRA WITH "A MUST ACCEPT"
17 RESALE AGREEMENT AND THAT NOT A SINGLE WORD COULD
18 BE CHANGED. WOULD YOU CARE TO COMMENT ON MR.
19 RAMOS' CHARGES?

20

21 A. Yes. These charges are absolutely false. First of all, Mr. Gregg Beck
22 did not start working with BellSouth until April 1997, so Mr. Ramos'
23 allegation that Supra contacted Mr. Beck in January 1997 is completely
24 false. I have spoken with Mr. Beck and he recalls, regarding the
25 negotiation process for a Resale Agreement, that he sent the contract

1 to Mr. Ramos and Mr. Ramos immediately signed and forwarded it to
2 BellSouth for execution. Mr. Beck does not recall any discussions
3 regarding the rates, terms, or conditions of the agreement. So Supra's
4 accusation that "BellSouth has violated its statutory duty to negotiate in
5 good faith pursuant to Section 251(c)(1) of the Telecommunications Act
6 (the "Act"), as well as 47 C.F.R § 51.301(c)(5)", as stated by Mr. Ramos
7 on page 4, line 24, and page 5, line 1, is simply not true.

8

9 Q. IS IT TRUE, AS MR. RAMOS CLAIMS ON PAGE 5 LINE 1, THAT HE
10 CONTACTED YOU IN SEPTEMBER 1997 AND REQUESTED THAT
11 SUPRA BE ALLOWED TO ADOPT THE JUNE 1997
12 INTERCONNECTION AGREEMENT BETWEEN AT&T AND
13 BELL SOUTH?

14

15 A. Absolutely not. First, I did not begin work as a negotiator until October
16 1997, so it would have been impossible for Mr. Ramos to contact me in
17 September of that year to request adoption of the 1997
18 BellSouth/AT&T Agreement. Mr. Ramos first contacted me in October
19 1997 to request negotiation of an Interconnection Agreement with
20 BellSouth. However, he did not request, at that time, to adopt the
21 BellSouth/AT&T Agreement.

22

23 Q. DURING THE NEGOTIATION PROCESS DID YOU STATE, IN
24 OCTOBER 1997, THAT THE AGREEMENT YOU SENT TO MR.
25 RAMOS WAS THE AT&T/BELL SOUTH INTERCONNECTION

1 AGREEMENT AS MR. RAMOS CONTENDS IN HIS DIRECT
2 TESTIMONY ON PAGE 5, LINES 11 THROUGH 14?

3
4 A. Absolutely not. I never advised Mr. Ramos that he was being sent the
5 BellSouth/AT&T Interconnection Agreement, nor did he request to
6 adopt the BellSouth/AT&T Interconnection Agreement. In my e-mail of
7 October 21, 1997 (Exhibit PCF-4 of my direct testimony) Mr. Ramos
8 was advised that "As you requested attached is an electronic copy of a
9 revised BellSouth Standard Interconnection Agreement." [Emphasis
10 added]

11
12 As evidenced in my direct testimony page 4, line 18 through page 7,
13 line 7, Mr. Ramos was very anxious to sign the Interconnection
14 Agreement that had been sent to him and did not wish to discuss
15 terms, conditions, or rates.

16
17 Q. WAS THERE A DIFFERENCE IN THE INTERCONNECTION
18 AGREEMENT THAT WAS E-MAILED TO MR. RAMOS ON OCTOBER
19 21, 1997 AND THE ONE HE EXECUTED ON OCTOBER 27, 1997?

20
21 A. Yes. As I stated in my direct testimony on page 7, lines 9 through 18,
22 there was a difference in the interconnection agreement that was e-
23 mailed on October 21, 1997 and the one he executed on October 27,
24 1997.

25

1 Q. WHEN WAS THE INCONSISTENCY BETWEEN THE OCTOBER 21,
2 1997 "ZIP" VERSION OF THE DOCUMENT AND THE DOCUMENT
3 THAT WAS SENT TO SUPRA ON OCTOBER 23, 1997
4 DISCOVERED?

5

6 A. On August 17, 1998, Supra's outside counsel Ms. Suzanne Summerlin,
7 sent a letter to Ms. Mary Jo Peed, Esq. and Ms. Nancy White, Esq., of
8 BellSouth (Exhibit PCF-19) requesting that BellSouth make available to
9 Supra the combinations contained in the October 21, 1997
10 BellSouth/Supra Interconnection Agreement that was e-mailed by
11 myself to Supra. Mr. Nilson is incorrect in his assertion on page 41,
12 line 7 that the inconsistency was discovered July 10, 1998. The July
13 10, 1998 letter (Supra Exhibit DN-21) was requesting that BellSouth
14 provide "combinations of unbundled network elements in the same
15 combinations and at the same rates, terms, and conditions as
16 BellSouth is providing to MCI and AT&T." In fact, the letter further
17 stated that Supra intended to adopt the "BellSouth/MCI interconnection
18 agreement in full." There is nothing in this letter advising that an
19 inconsistency existed between the October 21, 1997 "Zip" version of
20 the Interconnection Agreement and the document sent to Supra via
21 Federal Express on October 23, 1997.

22

23 Q. WHAT WAS YOUR REACTION TO LEARNING THAT AN
24 INCONSISTENCY EXISTED BETWEEN THE TWO AGREEMENTS?

25

1 A. Initially, I could not understand the difference in what was being
2 asserted by Supra in its letter of August 17, 1998 and what was in my
3 files as the executed agreement between the two companies. I went
4 back to the e-mail, opened the "Zip" file, and saw that there was indeed
5 a difference between the two documents.

6

7 Q. DID MS. PEED'S AUGUST 21, 1998 LETTER CONCEDE THAT YOU
8 "SWITCHED THE AGREEMENTS," AS ALLEGED BY MR. NILSON
9 ON PAGE 41, LINES 9 AND 10 OF HIS DIRECT TESTIMONY?

10

11 A. No. The letter does not concede that I "switched the agreements."
12 What the letter advised is that there was an inconsistency between the
13 document that was e-mailed to Mr. Ramos on October 21, 1997 and
14 what was executed between Supra and BellSouth, on October 27,
15 1997 and October 31, 1997 respectively. The letter further identifies
16 the inconsistency as an honest mistake and offers an amendment to
17 correct the mistake.

18

19 Q. ON PAGE 42, LINES 14 THROUGH 16, MR. NILSON ACCUSES
20 BELLSOUTH OF COMMITTING FRAUD AND REFERRED TO THE
21 FIRST INTERCONNECTION AGREEMENT BETWEEN SUPRA AND
22 BELLSOUTH AS THE "FRAUDULENT AGREEMENT." HOW DO YOU
23 RESPOND TO THESE ACCUSATIONS?

24

25

1 A. As I stated previously, the inconsistency in the Agreements was
2 completely unintentional. Once the discrepancy between those two
3 documents was discovered, BellSouth offered to amend the Agreement
4 to include the missing language. Also, the Florida Public Service
5 Commission refused to hear Supra's petition regarding BellSouth's
6 alleged contract fraud and, on June 1, 1999, issued Order No. PSC-99-
7 1092-FOF-TP, directing "the parties to submit a corrected agreement at
8 their earliest convenience" (Exhibit PCF-20). The Florida Public Service
9 Commission also commented,

10

11 Further, we have had no indication from other ALECs that there
12 is a problem with BellSouth's substituting attachments to
13 contracts. This is so even though Supra sent a letter to 75
14 ALECs apprising them of this docket and encouraging them to
15 check their agreements.

16

17 The Georgia Public Service Commission on March 16, 1999 in Docket
18 Nos. 8338-U and 10331-U stated "The Commission also finds that
19 there is not sufficient reason to believe that BellSouth acted
20 intentionally in filing the incorrect version of the agreement."

21

22 Q. WAS THE CORRECTED VERSION OF THE BELLSOUTH/SUPRA
23 INTERCONNECTION AGREEMENT FILED WITH THE FLORIDA
24 PUBLIC SERVICE COMMISSION?

25

1 A. Yes. The corrected version of the Interconnection Agreement was filed
2 with the Florida Public Service Commission on September 23, 1999.
3 This agreement was retroactive back to October 23, 1997.

4

5 **Supra's assertion that BellSouth failed to allow Supra to purchase**
6 **Unbundled Network Elements ("UNEs") pursuant to the provisions**
7 **of the October 23, 1997 Supra/BellSouth Interconnection**
8 **Agreement. (Mr. Ramos' testimony, pages 6 and 7, and Mr.**
9 **Nilson's testimony, pages 32 through 40, pages 50 through 58,**
10 **and pages 65 through 70;**

11

12 Q. WAS THERE A "MATERIAL" DIFFERENCE BETWEEN THE
13 CORRECTED VERSION OF THE INTERCONNECTION AGREEMENT
14 THAT WAS FILED ON SEPTEMBER 23, 1999, AND THE
15 INTERCONNECTION AGREEMENT THAT WAS ORIGINALLY FILED
16 WITH THE COMMISSION AND DID THIS CORRECTED VERSION
17 OBLIGATE BELL SOUTH TO PROVIDE SUPRA WITH COMBINED
18 UNBUNDLED NETWORK ELEMENTS?

19

20 A. No. The change was one of clarification. The Corrected Agreement
21 had the following language, whereas the original version did not:

22

23 2. Unbundled Service Combinations (USC)

24

25

1 2.1.1 **Where BellSouth offers** to Supra Telecommunications
2 and Information Systems, Inc., either through a
3 **negotiated arrangement** or as a result of **an effective**
4 **Commission order**, a combination of network elements
5 priced as individual unbundled network elements, the
6 following product combination will be made available. All
7 other requests for unbundled element combinations will
8 be evaluated via the Bona Fide Request Process, as set
9 forth in Attachment 9. [Emphasis added]

10
11 2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence

12
13 2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business

14
15 2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX

16
17 2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID

18
19 2.1.6 BellSouth will conform to the technical references
20 contained in this Attachment 2 to the extent these
21 requirements are implemented by equipment vendors and
22 consistent with the software generic releases purchased
23 and installed by BellSouth.
24
25

1 As can be seen above, the language that Supra contends “materially”
2 altered the agreement does not give Supra the right to order loop and
3 port combinations of UNEs” as Mr. Nilson contends on page 66, lines 5
4 and 6 of his direct testimony. This is due to the fact that there had
5 been no Commission Order requiring BellSouth to provide
6 combinations of Unbundled Network Elements nor had BellSouth
7 entered into a negotiated arrangement to provide such combinations
8 with Supra or any other ALEC.

9

10 **Circumstances leading up to Supra’s adoption of the**
11 **BellSouth/AT&T Interconnection Agreement (Mr. Ramos’s**
12 **testimony, pages 8 through 10)**

13

14 Q. DO YOU AGREE WITH MR. RAMOS’ DESCRIPTION OF THE
15 NEGOTIATION PROCESS AS DESCRIBED IN HIS DIRECT
16 TESTIMONY ON PAGE 8, LINE 17 THROUGH PAGE 10, LINE 4.

17

18 A. Absolutely not. Mr. Ramos, in his testimony, seems to be exhibiting
19 some very selective memory. The negotiation process for the adoption
20 of the AT&T agreement actually began when I sent Mr. Ramos a letter
21 on March 29, 1999 requesting that Supra begin negotiations pursuant
22 to terms and conditions in the Resale, Collocation, and Interconnection
23 Agreements. A copy of this letter is attached as Exhibit PCF-21. This
24 letter said in part:

25

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

7
8 This agreement provides in Section 2.2 that, "The parties agree
9 that by no later than one hundred and eighty (180) days prior to
10 the expiration of this agreement, they shall commence
11 negotiations with regard to the terms, conditions and prices of
12 local interconnection to be effective beginning on the expiration
13 date of this agreement." Hence, either party must notify the
14 other party of its desire to begin negotiations prior to April 26,
15 1999. This correspondence will serve as notification from
16 BellSouth to Supra of its desire to begin renegotiating the
17 Interconnection Agreement between our companies.

18

19 Q. DID SUPRA RESPOND TO YOUR REQUEST TO BEGIN
20 RENEGOTIATING A NEW INTERCONNECTION AGREEMENT?

21

22 A. Yes. Mr. David Dimlich, General Counsel for Supra, responded on
23 May 21, 1999 by acknowledging receipt of my letter and advising that
24 Supra was going to adopt the Interconnection Agreement for the state
25 of Florida that had been "negotiated between MCI and BellSouth,

1 dated June 19, 1997, for a term of three years." A copy of Mr. Dimlich's
2 letter is attached as Exhibit PCF-22.

3

4 Q. WAS BELLSOUTH AGREEABLE TO SUPRA'S REQUEST THAT IT
5 ADOPT THE BELLSOUTH/MCI_m INTERCONNECTION AGREEMENT
6 FOR FLORIDA?

7

8 A. Yes. On May 28, 1999, I responded to Supra advising that BellSouth
9 was "amenable" to Supra's request but that when adopting an
10 agreement, as Supra had requested, that it "must also adopt the terms
11 of that agreement." This meant that "the term of an agreement
12 between Supra Telecom and BellSouth adopting the BellSouth/MCI_m
13 Interconnection Agreement [would] be the same as set forth in Section
14 3 of the BellSouth/MCI_m Interconnection Agreement." (Exhibit PCF-
15 23) Since the BellSouth/MCI_m Interconnection Agreement expired on
16 June 18, 2000, then any agreement adopting the BellSouth/MCI_m
17 Interconnection Agreement would also expire on June 18, 2000.

18

19 I also advised that the BellSouth/MCI_{metro} Interconnection Agreement
20 would only be applicable for services in Florida and that we would need
21 to still "negotiate an agreement for the remaining eight (8) states in the
22 BellSouth region."

23

24 Q. DID SUPRA RESPOND TO YOUR LETTER OF MAY 28, 1999?

25

1 A. Yes. On the morning of August 16, 1999, Mr. Wayne Stavanja, Vice
2 President of Regulatory Relations for Supra, and I had a conference
3 call to discuss the follow-on agreement that was to replace the existing
4 agreements, and that Supra was considering adopting the
5 BellSouth/AT&T Interconnection Agreement. In our discussions we
6 spoke about several issues regarding the BellSouth/AT&T
7 Interconnection Agreement, one of which was that it had not been
8 amended to include the FCC's 706 Order on Collocation. However,
9 most of the discussion involved the language in Section 41 of the
10 General Terms and Conditions of the BellSouth/AT&T Interconnection
11 Agreement, which states:

12
13 41. Electronic Interfaces

14 Each party shall bear its own cost of developing and
15 implementing Electronic Interface Systems because those
16 systems will benefit all carriers. If a system or process is
17 developed exclusively for certain carriers, however, those
18 costs shall be recovered from the carrier who is
19 requesting the customized system.

20
21 The reason for this discussion was to point out that if Supra were to
22 request a unique interface or wished to utilize anything that had been
23 developed for AT&T, then they could possibly be liable for the recovery
24 of the cost of developing and implementing such an interface, pursuant
25 to the above language, not, and as stated by Mr. Ramos on page 9,

1 lines 8 and 9 of his direct testimony, that Supra "would become liable"
2 for some other debt for interface development previously incurred by
3 some other carrier.

4

5 Q. WHAT WAS SUPRA'S REACTION TO THIS DISCUSSION?

6

7 A. On August 20, 1999, Mr. Wayne Stavanja wrote me and advised me
8 that Supra wished to adopt the BellSouth/AT&T Interconnection
9 Agreement dated June 10, 1997 including "all exhibits and
10 amendments that have been negotiated and executed to date between
11 the parties." (Exhibit PCF-24) This is the same letter that was identified
12 in Mr. Ramos' direct testimony on page 11, line 23, as Supra Exhibit
13 KR-6.

14

15 Q. DID YOU EVER ADVISE SUPRA THAT THE AMOUNT OWED BY
16 AT&T WAS \$7 MILLION AND DID YOU THREATEN TO CHARGE
17 SUPRA FOR THIS AMOUNT, AS ALLEGED BY MR. RAMOS ON
18 PAGE 9, LINE 6, AND PAGE 10, LINES 3 AND 4, OF HIS DIRECT
19 TESTIMONY?

20

21 A. Absolutely not. This is simply a false statement and if not for the
22 inflammatory nature of the allegation I would not deem it necessary to
23 address in this testimony.

24

25

1 Q. BESIDES ADVISING BELLSOUTH THAT SUPRA WISHED TO
2 ADOPT THE BELLSOUTH/AT&T INTERCONNECTION AGREEMENT,
3 DID MR. STAVANJA ALSO DISCUSS ANY OTHER ISSUES IN HIS
4 CORRESPONDENCE?

5

6 A. Yes he did. In his letter, Mr. Stravanja advised that Supra wished to
7 "amend the original agreement" so that it only reflected "use of the TAG
8 interface" and that "Supra Telecom will not request use of, or participate
9 in the development of, the EC-Lite interface described in the agreement
10 between AT&T and BellSouth." (Exhibit PCF-24) I called Mr. Stravanja
11 and advised that I would e-mail him language to replace Attachment 15
12 of the AT&T interconnection Agreement that would include language
13 regarding the TAG interface. A copy of this e-mail is attached as
14 Exhibit PCF-25.

15

16 Q. ON PAGE 9, LINES 3 THROUGH 5, MR. RAMOS CLAIMS THAT YOU
17 TRIED TO SUBSTITUTE ATTACHMENT 15 OF THE
18 BELLSOUTH/AT&T INTERCONNECTION AGREEMENT WITH
19 OTHER LANGUAGE. WOULD YOU CARE TO COMMENT?

20

21 A. Yes. Mr. Ramos has once again taken actions out of context and
22 attempted to manipulate them to validate his unfounded point, which
23 once again is irrelevant to the issues in this proceeding. However, in an
24 effort to be responsive and so that this Commission is not misled, I will

25

1 simply provide the facts as they relate to Mr. Ramos' groundless
2 allegation.

3

4 As mentioned above, I did offer additional language for Attachment 15
5 of the BellSouth/AT&T Interconnection Agreement. My offer was
6 motivated by Supra's desire to amend the "original agreement" so that it
7 only reflected the "use of the TAG interface." This was conveyed in the
8 aforementioned letter from Mr. Wayne Stavanja, Vice President -
9 Regulatory Relations at Supra, on August 20, 1999 during the
10 negotiation process for the adoption of the BellSouth/AT&T
11 Interconnection Agreement. Since Supra failed to offer any contract
12 language for this revision to the BellSouth/AT&T Interconnection
13 Agreement, I proposed using language from the BellSouth standard
14 interconnection agreement template.

15

16 Q. WHEN WAS THE NEXT TIME THAT YOU CONTACTED SUPRA
17 REGARDING ITS ADOPTION OF THE BELLSOUTH/AT&T
18 INTERCONNECTION AGREEMENT?

19

20 A. On August 25, 1999, I wrote Mr. Stavanja (Exhibit PCF-26) that
21 BellSouth was "amenable to its request to adopt the BellSouth/AT&T
22 Interconnection Agreement but that when adopting an agreement, as
23 you have requested, you must also adopt the term of that agreement."
24 I also advised that "in order to meet [Supra's] needs for a TAG interface
25 BellSouth can agree to substitute the attached contract language in lieu

1 of Attachment 15.” I did not attempt to “sell” Mr. Ramos on
2 BellSouth’s position regarding this language as alleged by Mr. Ramos
3 on Page 9, line 3 of his direct testimony. In fact, I’m not sure what Mr.
4 Ramos is attempting to point out by his unfounded statement, but
5 would point this Commission to the correspondence between the two
6 companies and let that correspondence speak for itself.

7
8 Additionally, I confirmed that Supra would “not be using”, nor would “it
9 participate in the development of, the EC-Lite” electronic interface. The
10 contract language that was attached was Attachment 6 of the BellSouth
11 standard interconnection agreement template, which I believe met the
12 needs of Supra for using the TAG interface for ordering and
13 provisioning.

14
15 Q. WHEN WAS THE NEXT CONTACT WITH SUPRA REGARDING ITS
16 ADOPTION OF THE BELLSOUTH/AT&T INTERCONNECTION
17 AGREEMENT?

18
19 A. On August 31, 1999 Mr. Stravanja wrote in response to my August 25,
20 1999 letter and reaffirmed that Supra wanted to adopt the
21 BellSouth/AT&T Interconnection Agreement in its entirety. Mr.
22 Stravanja asserted that BellSouth’s policy that “it [was] necessary to
23 adopt all the terms and conditions of an attachment without
24 modification [did] not comport with Section 252(i) of the Act, the
25

1 Supreme Court opinion, CFR §51.809(a), or the FCC's Order No. 96-
2 325." Mr. Stavanja also stated:

3

4 ... BellSouth is on notice that Supra Telecom has not and will not
5 request use of, or participate in the development of, the EC-Lite
6 interface described in the agreement between AT&T and
7 BellSouth.

8

9 The copy of this letter is identified as Exhibit PCF-27. On September
10 7, 1999, I wrote to Mr. Ramos regarding Mr. Stavanja's letter of August
11 31, 1999. (Exhibit PCF-28) In this correspondence I enclosed two
12 copies of an adoption agreement for Supra's execution that set forth
13 the terms and conditions of the adoption of the BellSouth/AT&T
14 Interconnection Agreement. I also advised that the agreement was for
15 the state of Florida only and that this agreement would supercede the
16 existing agreements between BellSouth and Supra for the state of
17 Florida and that the agreements for the other states would expire on
18 October 22, 1999.

19

20 My correspondence also refutes Supra's allegation that BellSouth has
21 maintained that it was necessary to adopt all the terms and conditions
22 of an attachment to an existing interconnection agreement. In fact, in
23 my September 7, 1999 letter, I reiterated, "[W]hat I advised Supra
24 Telecom in my August 25, 1999 letter is that 'when requesting an entire
25 agreement or just an attachment to an agreement, it is necessary to

1 adopt **all related terms and conditions** associated with the requested
2 attachment.' [Emphasis added]."

3

4 Additionally, I reminded Mr. Stavanja that Supra "[would] be expected
5 to comply with all the provisions of the BellSouth/AT&T Interconnection
6 Agreement." I further stated that in an effort to assist Supra in its
7 ordering and provisioning of telecommunications services, BellSouth
8 [stood] ready to negotiate an Amendment to the enclosed Adoption to
9 incorporate any future need of Supra Telecom, including an
10 Amendment to implement TAG for preordering and/or ordering
11 functions and eliminating language requiring Supra to use or participate
12 in developing EC-Lite."

13

14 Q. WHAT HAPPENED BETWEEN YOUR RESPONSE OF SEPTEMBER
15 7, 1999 AND THE EXECUTION OF THE AGREEMENT ON OCTOBER
16 4TH AND 5TH BY MR. RAMOS AND MR. HENDRIX, RESPECTIVELY?

17

18 A. There were several more sets of correspondence between the two
19 companies. This correspondence dealt mainly with revisions to the
20 contract language for the adoption of the BellSouth/AT&T
21 Interconnection Agreement. A copy of this correspondence and its
22 related attachments is shown as Exhibit PCF-29. As can be seen in
23 this correspondence, there was no delay in attempting to resolve
24 differences in the language by BellSouth, as alluded to by Mr. Ramos
25 on page 9, lines 16 through 20.

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25

Issues regarding the implementation of the BellSouth/AT&T Interconnection Agreement arising through the private arbitration proceedings.

Q. ON PAGES 30 THROUGH 32, PAGES 43 THROUGH 49 AND PAGES 58 THROUGH 64 OF HIS DIRECT TESTIMONY, MR. NILSON BRINGS UP VARIOUS ISSUES REGARDING THE IMPLEMENTATION OF THE BELLSOUTH/AT&T INTERCONNECTION AGREEMENT THROUGH PRIVATE ARBITRATION PROCEEDINGS, WOULD YOU CARE TO COMMENT?

A. The only comment that I would care to make regarding the private arbitration proceedings brought up by Mr. Nilson is that pursuant to the BellSouth/AT&T Interconnection Agreement, these proceedings are confidential and bringing these issues is a direct violation of Attachment 1, Section 14.1 of its interconnection agreement with BellSouth. This section states:

BellSouth, [Supra], and the Arbitrator(s) will treat any arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless

1 otherwise required by an order or lawful process of a court
2 of governmental body.

3

4 Q. PLEASE SUMMARIZE YOUR TESTIMONY.

5

6 A. As I have shown repeatedly in this testimony, as well as my direct
7 testimony, the applicable agreement in this dispute is the 1997
8 BellSouth/Supra Resale Agreement. The time period of the bills in
9 dispute is June 1997 to October 5, 1999. The BellSouth/AT&T
10 Agreement cannot apply because it did not become effective until
11 October 5, 1999 and only governs those charges made after October 5,
12 1999. BellSouth has applied all the charges in dispute appropriately
13 and no refund or credit should be issued to Supra.

14

15 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

16

17 A. Yes.

18

19

20

21

22

23

24

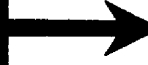
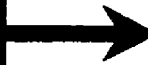
25

Agreements between BellSouth and Supra for the State of Florida

1997 Resale Agreement
Effective: June 1, 1997
Issue 2: Section VII L.
Issue 3: Section VI F.
Issue 4: Section IV B.

1997 Interconnection Agreement
Effective: October 23, 1997
Issue 2: N/A
Issue 3: N/A
Issue 4: N/A

1997 Collocation Agreement
Effective: July 24, 1997
Issue 2: N/A
Issue 3: N/A
Issue 4: N/A



Adoption of BellSouth/AT&T Interconnection Agreement
Effective: October 5, 1999
Issue 2: Section 34 of the General Terms and Conditions (For Charges after 10/5/99)
Issue 3: Section 34 of the General Terms and Conditions (For Charges after 10/5/99)
Issue 4: Section 35 of the General Terms and Conditions (For Charges after 10/5/99)

AGREEMENT

October This Agreement, which shall become effective as of the *5th* day of 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act and 47 C.F.R. §51.809 require BellSouth to make available any individual interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Supra and BellSouth hereby agree as follows:

1. Supra and BellSouth shall adopt the interconnection agreement executed between BellSouth and AT&T Communications of the Southern States, Inc. for the state of Florida ("BellSouth/AT&T Interconnection Agreement") dated June 10, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth/AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	3
General Terms and Conditions	66
Attachment 1	9
Attachment 2	109
Attachment 3	49
Attachment 4	8
Attachment 5	5
Attachment 6	27
Attachment 7	49
Attachment 8	6

ORIGINAL

PCF
09/29/99

Attachment 9	4
Attachment 10	7
Attachment 11	9
Attachment 12	18
Attachment 13	12
Attachment 14	2
Attachment 15	12
Letter dated 06/10/97	1
Replacement pages	21
Letter dated 08/21/97	1
Replacement pages	5
Letter dated 07/24/98	1
Replacement pages	8
Amendment	4
TOTAL	440

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be June 10, 1997.
3. Supra shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

And

General Attorney – COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**



PLT

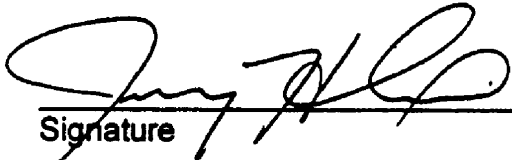
09/29/99

Olukayode Ramos
2620 SW 27th Ave
Miami, FL 33133

Or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.



Signature

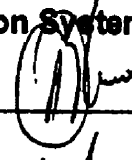
Jerry D. Hendrix

Name

10/5/99

Date

Supra Telecommunications and Information Systems, Inc.



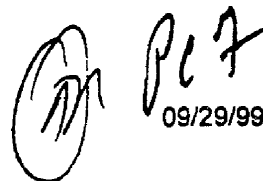
Signature

O. A. Ramos

Name

10/04/99

Date


09/29/99



STIS

Supra Telecom & Information Systems, Inc.

AUG 19 1998

2620 S.W. 27th Avenue
Miami, FL 33133
Email: sales@sns.com
www.stis.com

U.S. MAIL-REG. RELATIONS
TALLAHASSEE, FL

August 17, 1998

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-19

VIA FAX: (305) 577-4491 Page 1 of 4

Nancy B. White, Esq.
and Mary Jo Peed, Esq.
c/o Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301

Dear Nancy and Mary Jo:

I wish to address several matters that are pending between Supra Telecommunications & Information Systems, Inc., and BellSouth Telecommunications, Inc., that need to be resolved.

1. Regarding the issue of Supra's desire to physically collocate in the North Dade Golden Glades and the West Palm Beach Gardens' central offices, it is Supra's position that there is adequate space for Supra to physically collocate its Class 5 switches and other necessary equipment. I would like to set up a meeting to discuss the results of the walk-throughs and the revised central office maps and Supra's specific desires regarding space in each of these central offices.

In addition, when you and I met a few weeks ago, you stated you would obtain specific information regarding any problems with meeting the Florida Public Service Commission's three month deadline for each of Supra's applications for physical collocation. We need to have specific information regarding whether BellSouth intends to meet the deadline for each application or exactly why the deadline cannot be met for each application.

2. Regarding the issue of what equipment Supra intends to physically collocate in the 17 BellSouth central offices that Supra has applied for, it is Supra's intention to physically collocate equipment that will provide information services as well as basic telecommunications services. The "information services" equipment that Supra intends to physically collocate includes equipment that can provide anything traditionally considered "information services," as well as anything considered an "enhanced service," Internet services, etc. The specific equipment has been identified on the physical collocation applications that have already been approved by BellSouth. It is Supra's position that the Telecommunications Act and the FCC's

REGULATORY-ATLA
MIAMI LEGAL

First Report and Order provide legal support for Supra's right to physically collocate this type of equipment in BellSouth's central offices. Supra would like an immediate clarification from BellSouth regarding whether BellSouth intends to object to any of Supra's equipment being physically collocated on the basis of any theory so that Supra may apply for a decision on this matter at the Florida Public Service Commission.

3. Regarding the issue of Supra's right to obtain combinations of unbundled network elements from BellSouth, it is Supra's position that Supra's interconnection agreement provides authority for Supra to obtain these combinations. The attached Section from Supra's interconnection agreement specifically provides Supra this right. To the extent BellSouth intends to rely on the fact that the version of the Interconnection Agreement filed by BellSouth with the Florida Public Service Commission does not include this particular section, Supra wishes to inform BellSouth that the draft agreement that Mr. Finlen provided Mr. Ramos and which Mr. Ramos signed immediately (according to Mr. Finlen's testimony), and that Mr. Finlen provided Supra by e-mail immediately prior to producing the final version for signing, included this provision. If there is a difference between the draft version agreed to and the version filed with the Commission (other than the removal of the Collocation and Resale Agreements which had been entered into separately and the insertion of Supra's name in appropriate spaces), Supra suggests that any such difference should not exist and BellSouth may wish to inquire internally as to how that might have happened.

Therefore, Supra would like to be informed immediately as to the prices for the combinations of unbundled network elements set out in Supra's Interconnection Agreement and the time frames in which they can be provided.

You will note that this letter is not being copied to the Commission Staff at this time to permit BellSouth and Supra the opportunity to work these matters out. However, this is a very narrow window of opportunity. If we do not hear from you on these issues within the next day or two, Supra will be forced to pursue relief at the Commission. Thank you for your attention to these matters.

Sincerely,



Suzanne F. Summerlin

SFS:ss

ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

1.1.1 BellSouth shall, upon request of Supra Telecommunications and Information Systems, Inc., and to the extent technically feasible, provide to Supra Telecommunications and Information Systems, Inc. access to its unbundled network elements for the provision of Supra Telecommunications and Information Systems, Inc.'s telecommunications service.

1.1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by CLEC itself or by any other vendor.

1.1.3 CLEC may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.

1.1.4 In all states of BellSouth's operation, when CLEC recombines unbundled Network Elements to create services identical to BellSouth's retail offerings, the prices charged to CLEC for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.

1.1.5 CLEC will be deemed to be "recombining elements to create services identical to BellSouth's retail offerings" when the service offered by CLEC contains the functions, features and attributes of a retail offering that is the subject of property filed and approved BellSouth tariff. Services offered by CLEC shall not be considered identical when CLEC utilizes its own switching or other substantive functionality or capability in combination with unbundled Network Elements in order to produce a service offering. For example, CLEC's provisioning of purely ancillary functions or capabilities, such as Operator Services, Caller ID, Call Waiting, etc., in combination with unbundled Network Elements shall not constitute a "substantive functionality or capability" for purposes of determining whether CLEC is providing "services identical to BellSouth's retail offering."

2. Unbundled Service Combinations (USC)

10/15/97

- 2.1.1 Where BellSouth offers to Supra Telecommunications and Information Systems, Inc. , either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.
- 2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence
- 2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business
- 2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX
- 2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID
- 2.1.6 BellSouth will conform to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

3. Unbundled Loops

- 3.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.
- 3.2 **Definition**
- 3.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 3.2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections are considered a separate element.
- 3.2.3 BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or Engineering Information/circuit make-up data (EI). Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.

10/15/97

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Supra Telecommunications and Information Systems, Inc. to set aside 2/3/98 order approving resale, interconnection and unbundling agreement with BellSouth Telecommunications, Inc., and to approve agreement actually entered into by parties.

DOCKET NO. 981832-TP

In re: Petition of Supra Telecommunications and Information Systems, Inc. to initiate investigation into unfair practices of BellSouth Telecommunications, Inc. in negotiating agreements with alternative local exchange carriers (ALECs) and in filing such agreements with the Florida Public Service Commission.

DOCKET NO. 981833-TP
ORDER NO. PSC-99-1092-FOF-TP
ISSUED: June 1, 1999

The following Commissioners participated in the disposition of this matter:

JOE GARCIA, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.

ORDER DENYING MOTIONS TO DISMISS OR
IN THE ALTERNATIVE, TO STRIKE PETITIONS AS SHAM

BY THE COMMISSION:

These dockets were opened upon the filing of two petitions by Supra Telecommunications and Information Systems, Inc. (Supra) to: (1) set aside Order Number PSC-98-0206-FOF-TP, issued February 3, 1998, approving a resale, interconnection and

ORDER NO. PSC-99-1092-FOF-TP
DOCKETS NOS. 981832-TP, 981833-TP
PAGE 2

unbundling agreement with BellSouth Telecommunications, Inc. (BellSouth) and approve the agreement actually entered into by the parties; and (2) initiate an investigation into unfair practices of BellSouth in negotiating agreements with alternative local exchange carriers (ALECs) and in filing such agreements with this Commission. On February 1, 1999, BellSouth filed Motions to Dismiss, Or in the Alternative, to Dismiss Petitions as Sham. On April 16, 1999, BellSouth filed Supplements to Motion to Dismiss Supra's Petition.

The facts, as alleged by Supra and not disputed by BellSouth, are that Supra executed the first agreement received from BellSouth in October of 1997. Thereafter, BellSouth informed Supra that this agreement was a draft and that a modified agreement with certain specified changes, such as the addition of Supra's name to the contract, would be prepared. This "final" agreement was executed by Supra. BellSouth then submitted an agreement to the Commission for approval and an order approving the agreement was issued on February 3, 1998. However, the agreement submitted to the Commission for approval was not the same as the one executed by Supra.

Supra alleges that the agreement submitted by BellSouth included amended attachments that Supra did not agree to and about which Supra was not informed. According to Supra, this substitution constitutes fraud or gross negligence on the part of BellSouth. It is BellSouth's position that the difference in the attachments was simply an error. However, if this is the case or if BellSouth is willing to make the correct substitutions, it is not clear why the parties have been unable to bring an amended agreement to the Commission for approval, nor is it clear why Supra is asking that the entire contract be replaced.

Supra's first petition, filed in Docket No. 981832-TP, seeks the following relief: (1) a hearing before the full Commission; (2) an investigation into BellSouth's contract practices; (3) a site visit to the Interconnection Department of BellSouth to determine which equipment was used to create the contracts in dispute; (4) a finding of fraud and gross negligence as well as violations of Section 251 and 252 of the Act by imposing unreasonable, discriminatory conditions and limitations on the provision of services; (5) to vacate the order approving the interconnection agreement with BellSouth; (6) to replace that agreement with the agreement filed by Supra with the complaint; (7) to inform other states of BellSouth's actions in entering into interconnection agreements; and (8) to reprimand BellSouth

ORDER NO. PSC-99-1092-FOF-TP
DOCKETS NOS. 981832-TP, 981833-TP
PAGE 3

and impose monetary sanctions for failure to file the true interconnection, resale agreement.

Supra's other petition filed in Docket No. 981833-TP requests that this Commission conduct a hearing to fully investigate the change in the attachments to the agreement, what procedures are in place to prevent recurrence, and the extent this conduct and other abuses have been perpetuated against Supra and other ALECs. Supra requests the following relief: (1) a finding that gross negligence or willful fraud occurred; (2) the establishing of procedures for investigating BellSouth's contracting practices; (3) informing other states of BellSouth's actions in entering into interconnection agreements; (4) if fraud is proven, referral to Attorney General's Office for antitrust investigation; and (5) reprimand of BellSouth and imposition of monetary sanctions.

We believe that Supra's pleadings do not state causes of action on which this Commission may grant relief. In the pleading filed in Docket No. 981832-TP, Supra requests a full Commission hearing and an investigation, including a site visit with Supra to the "Interconnection Department of BellSouth." The purpose of the requested proceedings are to prevent agreements from being altered in the future and determining which computer was used to alter the agreement. The ultimate determination sought by Supra is a finding that BellSouth committed gross negligence or willful fraud when it substituted the attachments to Supra's agreement. We believe that we have the authority to set a matter for hearing and to fully investigate matters if they are within the Commission's jurisdiction. However, matters of contract fraud and gross negligence in contracts are matters for the courts, not this Commission. Our role in approving contracts between local exchange companies (LECs) and alternative local exchange companies (ALECS) is limited to matters related to the provision of competitive services, such as terms and conditions of interconnection and resale. The Commission has consistently declined to rule on more general contract matters, such as the content of a liability clause or the imposition of damages. See, Docket No. 960757-TP - Petition by Metropolitan Fiber Systems of Florida, Inc. for arbitration with BellSouth Telecommunications, Inc. concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996; Docket No. 960847-TP - Petition by AT&T Communications of the Southern States, Inc. for arbitration of certain terms and conditions of a proposed agreement with GTE Florida Incorporated concerning

ORDER NO. PSC-99-1092-FOF-TP
DOCKETS NOS. 981832-TP, 981833-TP
PAGE 4

interconnection and resale under the Telecommunications Act of 1996; and Docket No. 960980-TP - Petition by MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. for arbitration of certain terms and conditions of a proposed agreement with GTE Florida Incorporated concerning resale and interconnection under the Telecommunications Act of 1996. Accordingly, we decline to act on that portion of Supra's petitions that seeks a finding of fraud or gross negligence.

Supra also requests that Order No. PSC-98-0206-FOF-TP, issued February 3, 1998, be vacated. The above-cited order is the order approving BellSouth and Supra's agreement for resale, interconnection and unbundling. While the Commission may have such authority, absolutely nothing in the pleading explains why it would be appropriate to vacate the entire agreement. Supra also asks us to approve the agreement that it filed with the petition. Clearly, the Commission has the authority to approve or not approve the agreement. However, BellSouth states that the parties may have a disagreement as to the meaning of part of the agreement that was substituted. We believe that the parties should conclude their discussions and negotiations concerning the substitution of the attachments to the agreement and if they cannot reach an agreement on the terms to be amended to reflect the correct agreement, they may bring their dispute to the Commission for arbitration. We do not believe that vacating the previous order is appropriate.

Included in the relief sought in the first pleading (Docket No. 981832-TP) is Supra's request that this Commission contact all of the states in which BellSouth operates and inform them of BellSouth's conduct. The Commission can do this, but so can Supra. In fact, Supra filed the same complaints with the Georgia Commission. See, Georgia Public Service Commission Order issued March 16, 1999, in Dockets Nos. 8338-U and 10331-U. We believe that Supra is perfectly capable of bringing these issues to the attention of the other states, if it has not already done so.

Finally, Supra requests the imposition of a fine for BellSouth's violation of Section 364.07, Florida Statutes, by failing to file the true or correct agreement. The subject contract is a resale, interconnection and unbundling agreement entered into under Section 251 of the Act, not an "intrastate interexchange service contract" subject to the provisions of Section 364.07, Florida Statutes, as Supra argues. Thus, Supra's request that the Commission fine BellSouth for willful violation of Section 364.07, Florida Statutes, by failing to file the

ORDER NO. PSC-99-1092-FOF-TP
DOCKETS NOS. 981832-TP, 981833-TP
PAGE 5

correct agreement, is not a request on which relief may be granted.

Based on the foregoing, we dismiss on our own motion the first petition, Petition of Supra to Set Aside 2/3/98 Order Approving Resale, Interconnection and Unbundling Agreement Between BellSouth Telecommunications and Supra Telecommunications; And to Approve Agreement Actually Entered Into By the Parties, for failure to state a cause of action on which relief may be granted. However, the parties are directed to bring a corrected agreement to the Commission at their earliest convenience and if the parties cannot agree on the corrections, the dispute as to those terms should be brought to this Commission for arbitration.

In the pleading in Docket No. 981833-TP, Supra seeks to have this Commission conduct a hearing and investigate Supra's allegation of gross negligence or fraud in contract actions with Supra and other ALECs. Similar to the first pleading, Supra requests a hearing and investigation, sanctions and notice to other states. In addition, if the Commission were to conclude that there was fraud, Supra requests that the matter be referred to the Attorney General's Office. As discussed above, the determination of fraud or gross negligence is a matter within the purview of the courts, not of this Commission. Further, we have had no indication from other ALECs that there is a problem with BellSouth's substituting attachments to contracts. This is so even though Supra sent a letter to 75 ALECs apprising them of this docket and encouraging them to check their agreements. Based on the foregoing and for the same reasons stated above in the discussion on Docket No. 981832-TP above, we also find it appropriate to dismiss this petition.

Further, because we dismiss Supra's pleadings on our own motion, BellSouth's Motions to Dismiss or in the Alternative, to Strike Supra's Petitions as Sham Pleadings, are moot.

CONCLUSION

Based on the foregoing, the Commission on its own motion hereby dismisses Supra's petitions without prejudice. We find that Supra has failed to file petitions on which the Commission may grant relief. The petitions shall be dismissed with leave for the parties to file a corrected copy of the agreement for approval, or a request for arbitration on the changed portions of the contract that remain in dispute. ,

ORDER NO. PSC-99-1092-FOF-TP
DOCKETS NOS. 981832-TP, 981833-TP
PAGE 6

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that on our own motion, we dismiss the petitions filed by Supra Telecommunications and Information Systems, Inc., for failure to state a cause of action on which relief may be granted. It is further

ORDERED that the motions filed by BellSouth Telecommunications, Inc. are moot. It is further

ORDERED that these dockets shall remain open.

By ORDER of the Florida Public Service Commission this 1st day of June, 1999.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

By: /s/

Kay Flynn

Kay Flynn, Chief
Bureau of Records

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(S E A L)

CB

ORDER NO. PSC-99-1092-FOF-TP
DOCKETS NOS. 981832-TP, 981833-TP
PAGE 7

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.



BellSouth Telecommunications, Inc.
Room 34591 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-21
Page 1 of 2

March 29, 1999

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

Dear Mr. Ramos:

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

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

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

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

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

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

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

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

Sincerely,



Pat Finlen
Manager, Interconnection Services

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

Enclosure



Phone: (305) 443-3710
Fax: (305) 441-9318
2620 S.W. 27th Avenue
Miami, FL 33133
www.stis.com

May 24 1999

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-22
Page 1 of 1

Via Facsimile & U.S.

Mr. Patrick Finlen
Manager, Interconnect
BellSouth Interconnect
675 West Peachtree
Room 34S91
Atlanta, Georgia 303

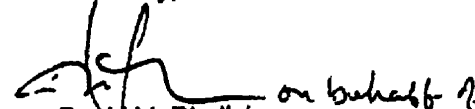
Dear Mr. Finlen:

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

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

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

Sincerely,


David V. Dimlich *on behalf of*
General Counsel

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



BellSouth Telecommunications, Inc.
Room 34591 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

May 28, 1999

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

Dear Mr. Dimlich:

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

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

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

May 28, 1999
Mr. Dimlich
Page 2 of 2

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

Sincerely,



Pat Finlen
Manager, Interconnection Services

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



Telephone: (850) 402-0510
Fax: (850) 402-0522
www.supratelecom.com

1311 Executive Center Drive, Suite 200
Tallahassee, FL 32301-5027

August 20, 1999

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-24
Page 1 of 1

Via Facsimile & U.S. Mail

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

Dear Mr. Finlen:

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

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

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

Sincerely,

Wayne L. Stavanja
VP - Regulatory Relations

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

Finlen, Patrick

From: Patrick Finlen [P_Finlen@m6.com]
Sent: Friday, August 20, 1999 12:12 PM
To: wstavanja@stis.com
Subject: Ordering & Provisioning



ATT06ORD.DOC

Wayne,

As promised attached is the Ordering and Provisioning language that I FAX'd to you the other day.

Pat F.

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-25
Page 2 of 7

Attachment 6

Ordering and Provisioning

TABLE OF CONTENTS

1. QUALITY OF ORDERING AND PROVISIONING.....3
2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS.....3
3. MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES.....5

ORDERING AND PROVISIONING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to CLEC-1 that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

All other CLEC-1 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide CLEC-1 access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the

Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. CLEC-1 agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that CLEC-1 will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer CLEC-1 service trouble reporting in a non-discriminatory manner that provides CLEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLEC-1 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers CLEC-1 access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of CLEC-1 to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to CLEC-1 with sufficient notice to allow CLEC-1 to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.
- 2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

- 3.1 **Pending Orders.** To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by CLEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if CLEC-1 wishes to reinstate an order, CLEC-1 may be required to submit a new service order.
- 3.2 **Single Point of Contact.** CLEC-1 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by CLEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has been processed, but will not be required to notify CLEC-1 in advance of such processing.
- 3.3 **Use of Facilities.** When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify CLEC-1 subsequent to the disconnect order being completed.
- 3.4 **Contact Numbers.** The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If CLEC-1 cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.



BellSouth Telecommunications, Inc.
Room 34391 BellSouth Center
575 West Peachtree Street, N.E.
Atlanta, Georgia 30375

August 25, 1999

Mr. Wayne L. Stavanja
Vice President – Regulatory Relations
Supra Telecommunications & Information Systems, Inc.
Suite 200
1311 Executive Center Drive
Tallahassee, FL 32301-5027

Dear Mr. Stavanja:

This is in response to your letter of August 20, 1999, advising that Supra Telecommunications and Information Systems, Inc. ("Supra Telecom") wishes to adopt the Florida AT&T/BellSouth Interconnection Agreement, dated June 10, 1997. This would include all exhibits and amendments that have been negotiated and executed to date between AT&T and BellSouth. BellSouth is amenable to your request, but I must advise that when adopting an agreement, as you have requested, you must also adopt the term of that agreement. Therefore the agreement Supra Telecom and BellSouth enters into will expire June 9, 2000, with negotiations to commence no later than December 12, 1999, on a new agreement.

However, your letter also requests that since Supra Telecom will not be using, nor will it participate in the development of, the EC-Lite interface, that your company would like to "amend the original agreement" to reflect the use of the TAG interface. This would entail the modification of Attachment 15 of the AT&T/BellSouth Interconnection Agreement. BellSouth can not agree to this request.

As I advised in our discussions, when requesting either an entire agreement or just an attachment of an agreement, it is necessary to adopt all related terms and conditions associated with the requested attachment of the agreement. However, in order to meet your needs for a TAG interface BellSouth can agree to substitute the attached contract language in lieu of Attachment 15 of the AT&T agreement. As you can see this language has provisions for the TAG interface and should meet your needs for Ordering and Provisioning.

Please call me as soon as possible to advise what Supra Telecom would like to do regarding the attached language, since we are now within the window whereby either party may file for arbitration at the various regulatory authorities. I can be reached at (404) 927-8389.

Sincerely,



Pat Finlen
Manager, Interconnection Services

Attachment

Cc: Parkey Jordan, Esq.
Nancy White, Esq.
Olukayode Ramos, President – Supra Telecommunication and Information Services, Inc.
David Dimlich, General Counsel – Supra Telecommunication and Information Services, Inc.

Attachment 6

Ordering and Provisioning

TABLE OF CONTENTS

1. QUALITY OF ORDERING AND PROVISIONING 3
2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS 3
3. MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES 5

ORDERING AND PROVISIONING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to CLEC-1 that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated,
coordinated orders and order coordinated - Time
Specific)

Saturday - 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

All other CLEC-1 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide CLEC-1 access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the

Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. CLEC-1 agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that CLEC-1 will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer CLEC-1 service trouble reporting in a non-discriminatory manner that provides CLEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLEC-1 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers CLEC-1 access to the Trouble Analysis Facilitation Interface (TAFT). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of CLEC-1 to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to CLEC-1 with sufficient notice to allow CLEC-1 to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.
- 2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

3. **Miscellaneous Ordering and Provisioning Guidelines**
- 3.1 **Pending Orders.** To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by CLEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if CLEC-1 wishes to reinstate an order, CLEC-1 may be required to submit a new service order.
- 3.2 **Single Point of Contact.** CLEC-1 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by CLEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has been processed, but will not be required to notify CLEC-1 in advance of such processing.
- 3.3 **Use of Facilities.** When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify CLEC-1 subsequent to the disconnect order being completed.

- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
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1311 Executive Center Drive, Suite 200
Tallahassee, FL 32301-5027

Telephone: (850) 402-0210
Fax: (850) 402-0522
www.supratelecom.com

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-27
Page 1 of 2

August 31, 1999

Via Facsimile & U.S. Certified Mail: Z362234971

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

Dear Mr. Finlen:

As a follow-up to your August 25, 1999 letter, Supra Telecom reaffirms its request to adopt the State of Florida Interconnection Agreement between AT&T and BellSouth, dated June 10, 1997. This includes all exhibits and amendments that have been negotiated and executed to date between the parties.

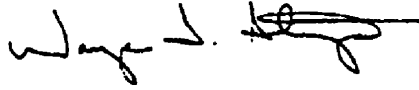
Your assertion that it is necessary to adopt all the terms and conditions of an attachment without modification or amendment by incorporating terms of a different agreement does not comport with Section 252(i) of the Act, the Supreme Court opinion, CFR §51.809(a), or the FCC's Order No. 96-325. The TAG language that we discussed is standard BST Ordering and Provisioning language appearing in several agreements on file with the Florida Commission. Based on current law cited above, Supra Telecom is entitled to any single provision in another agreement of its choosing. Your position merely reflects BellSouth policy, and is not backed by applicable law or ruling of any regulatory authority having jurisdiction over this agreement. However, without waiving its rights, Supra Telecom will adopt the AT&T/BellSouth agreement in its entirety at this time.

As I stated in my August 20, 1999 letter, BellSouth is on notice that Supra Telecom has not and will not request use of, or participate in the development of, the EC-Lite interface described in the agreement between AT&T and BellSouth.

Mr. Olukayode Ramos will execute the adoption of said agreement between BellSouth and Supra. Please send all documents to Mr. Ramos at 2620 S.W. 27th Avenue, Miami, FL 33133.

If you have any questions, you may call me at (850) 402-0510.

Sincerely,



Wayne L. Stavanja
VP - Regulatory Relations

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



BellSouth Telecommunications, Inc.
Room 34591 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

September 7, 1999

Mr. Olukayode Ramos
President
Supra Telecommunications & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133

Dear Mr. Ramos:

This is in response to the August 31, 1999 letter from Mr. Wayne Stavanja of Supra Telecommunications and Information Systems, Inc. ("Supra Telecom"). In his letter, Mr. Stavanja advised that Supra Telecom wishes to adopt the BellSouth/AT&T Interconnection Agreement for Florida, dated June 10, 1997, in its entirety including "all exhibits and amendments that have been negotiated and executed to date between the parties." As requested by Mr. Stavanja, enclosed for your signatures are two copies of an agreement setting forth the terms of that adoption. Once you have executed both copies of the agreement please forward them to me, and I'll have Jerry Hendrix sign on behalf of BellSouth. I'll also make all the necessary arrangements to have the agreement filed with the Florida Public Service Commission.

As the agreement being adopted is for the state of Florida only, upon execution of the enclosed agreement by both parties, this agreement will supercede the existing agreements between BellSouth and Supra Telecom for the state of Florida. These are the Resale, Collocation, and Interconnection Agreements for the state of Florida. The agreements between Supra and BellSouth for the other states in BellSouth's region will expire by their terms on October 22, 1999, whereupon, BellSouth will no longer provide services to Supra under the expired agreements. Should Supra choose in the future to offer telecommunications services to customers in any other state within BellSouth's region, BellSouth will be happy to negotiate and execute new Interconnection Agreements for the appropriate states.

The allegation in Mr. Stavanja's letter that BellSouth maintained that it is necessary to adopt all the terms and conditions of an attachment to a existing Interconnection Agreement is simply unfounded. What I advised Supra Telecom in my August 25, 1999 letter is that "when requesting an entire agreement or just an attachment to

an agreement, it is necessary to adopt all related terms and conditions associated with the requested attachment." [Emphasis added]

Supra Telecom is correct that the TAG language that was discussed is standard BellSouth language and does appear in numerous agreements on file with the Florida Public Service Commission. If Supra Telecom did not wish to accept the language offered by BellSouth as a substitute to Attachment 15 of the BellSouth/AT&T Interconnection Agreement, then it could have certainly requested to adopt another entity's Interconnection Agreement or an attachment to that entity's Interconnection Agreement with the language it believes it needs. The only stipulation to such an adoption would be that all related terms and conditions associated with the requested language would have to be adopted.

As for putting BellSouth on notice that Supra Telecom has no intention of using, nor participating in the development of, the EC-Lite interface, please let me remind you that Supra Telecom will be expected to comply with all provisions of the BellSouth/AT&T Interconnection Agreement. However, in an effort to assist Supra Telecom in its ordering and provisioning of telecommunications services, BellSouth stands ready to negotiate an Amendment to the enclosed Adoption to incorporate any future needs of Supra Telecom, including an Amendment to implement TAG for preordering and/or ordering functions and eliminating language requiring Supra to use or participate in developing EC-Lite. Absent such an Amendment, BellSouth will look to Supra to comply with all the terms of the adopted Interconnection Agreement.

Sincerely,



Pat Finlen
Manager, Interconnection Services

Enclosure

Cc: Parkey Jordan, Esq.
Nancy White, Esq.
Mr. Wayne Stavanja, Vice President – Supra Telecommunications and
Information Systems, Inc.



2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4220
FAX: (305) 476-4282
Email: kayramos@stis.com
www.stis.com

One Company, One Bill, One Low Price

September 15, 1999

Mr. Pat Finlen
Manager, Interconnection Services
BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Dear Mr. Finlen:

This is to confirm receipt of your letter dated September 7, 1999 and to forward to you two signed copies of the agreement.

On the other issues raised in your letter, Supra Telecom wishes to state that we stand by Mr. W. Stanvaja's letter of August 31, 1999.

On another note, we urge BellSouth to provide the PLATS information requested in Mr. W. Stanvaja's letter dated August 31, 1999. As you know, "rights of way" to BellSouth's ducts and poles is included in the agreement been adopted by Supra Telecom.

Sincerely,

A handwritten signature in black ink, appearing to read "Olukayode A. Ramos", with a stylized flourish at the end.

Olukayode A. Ramos
Chairman and CEO

Cc: Mr. Wayne Stavanja, Vice President.



2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4220
FAX: (305) 476-4282
Email: kayramos@stis.com
www.stis.com

One Company. One Bill. One Low Price

September 15, 1999

Mr. Pat Finlen
Manager, Interconnection Services
BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Dear Mr. Finlen:

This is to confirm receipt of your letter dated September 7, 1999 and to forward to you two signed copies of the agreement.

On the other issues raised in your letter, Supra Telecom wishes to state that we stand by Mr. W. Stanvaja's letter of August 31, 1999.

On another note, we urge BellSouth to provide the PLATS information requested in Mr. W. Stanvaja's letter dated August 31, 1999. As you know, "rights of way" to BellSouth's ducts and poles is included in the agreement been adopted by Supra Telecom.

Sincerely,

A handwritten signature in black ink, appearing to read "Olukayode A. Ramos", with a stylized flourish at the end.

Olukayode A. Ramos
Chairman and CEO

Cc: Mr. Wayne Stavanja, Vice President.

AGREEMENT

This Agreement, which shall become effective as of the ____ day of _____, 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Supra has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, Inc. ("BellSouth/AT&T Interconnection Agreement") dated June 10, 1997 for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Supra and BellSouth hereby agree as follows:

1. Supra and BellSouth shall adopt in its entirety the BellSouth/AT&T Interconnection Agreement dated June 10, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth/AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	3
General Terms and Conditions	66
Attachment 1	9
Attachment 2	109

MB *nl*
04/27/99

Attachment 3	49
Attachment 4	8
Attachment 5	5
Attachment 6	27
Attachment 7	49
Attachment 8	6
Attachment 9	4
Attachment 10	7
Attachment 11	9
Attachment 12	18
Attachment 13	12
Attachment 14	2
Attachment 15	12
Letter dated 06/10/97	1
Replacement pages	21
Letter dated 08/21/97	1
Replacement pages	6
Letter dated 07/24/98	1
Replacement pages	8
Amendment	4
TOTAL	441

2. In the event that Supra consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Supra under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be June 10, 1997.

4. Supra shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team

us (Ail)
04/27/99

9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**

Olukayde Ramos
2820 SW 27th Avenue
Miami, FL 33133

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Signature

Name

Date

**Supra Telecommunications
and Information Systems, Inc.**



Signature



Name



Date


04/27/99



BellSouth Telecommunications, Inc.
Room 34591 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

September 20, 1999

Mr. Olukayode Ramos
President
Supra Telecommunications & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133

Dear Mr. Ramos:

This is a follow-up to our conference call of September 17, 1999 regarding the adoption by Supra Telecommunications and Information Systems, Inc. ("Supra Telecom") of the Florida AT&T/BellSouth Interconnection Agreement. As you requested, I have removed paragraph 2 from the original Agreement that you executed on September 15, 1999.

I am sending back both original Agreements, and enclosing two copies of a revised adoption Agreement for your execution. The revised Agreement is the same as the one that was sent to you on September 7, 1999 except for the removal of paragraph 2 and the footnote has been changed from 4/27/99 to 9/20/99. Once you have executed both copies of the revised Agreement, please forward them to me, and I'll have Jerry Hendrix sign on behalf of BellSouth. I'll also make all the necessary arrangements to have the agreement filed with the Florida Public Service Commission.

Please call me should you have any questions regarding the above. I can be reached at 404/927-8389.

Sincerely,

A handwritten signature in cursive script that reads 'Pat'.

Pat Finlen
Manager, Interconnection Services

Enclosures

Cc: Parkey Jordan, Esq.
Nancy White, Esq.
Mr. Wayne Stavanja, Vice President - Supra Telecommunications and Information Systems, Inc.

AGREEMENT

This Agreement, which shall become effective as of the ____ day of _____, 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Supra has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, Inc. ("BellSouth/AT&T Interconnection Agreement") dated June 10, 1997 for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Supra and BellSouth hereby agree as follows:

1. Supra and BellSouth shall adopt in its entirety the BellSouth/AT&T Interconnection Agreement dated June 10, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth/AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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UB (nl)
04/27/99

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Replacement pages	8
Amendment	4
TOTAL	441

2. In the event that Supra consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Supra under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be June 10, 1997.

4. Supra shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team


04/27/99

9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**

Olukayde Ramos
2620 SW 27th Avenue
Miami, FL 33133

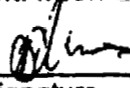
or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

**Supra Telecommunications
and Information Systems, Inc.**

Signature



Signature

Name

C. A. Ramos

Name

Date

04/15/99

Date

MS 
04/27/99

AGREEMENT

This Agreement, which shall become effective as of the ____ day of _____, 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc. ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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UB
04/27/99

9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**

Olukayde Ramos
2620 SW 27th Avenue
Miami, FL 33133

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

**Supra Telecommunications
and Information Systems, Inc.**

Signature

Signature

Name

Name

Date

Date

O. A. Ramos

07/15/99

us
04/27/99

Attachment 3	49
Attachment 4	8
Attachment 5	5
Attachment 6	27
Attachment 7	49
Attachment 8	6
Attachment 9	4
Attachment 10	7
Attachment 11	9
Attachment 12	18
Attachment 13	12
Attachment 14	2
Attachment 15	12
Letter dated 06/10/97	1
Replacement pages	21
Letter dated 08/21/97	1
Replacement pages	6
Letter dated 07/24/98	1
Replacement pages	8
Amendment	4
TOTAL	441

2. In the event that Supra consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Supra under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be June 10, 1997.

4. Supra shall accept and incorporate any amendments to the BellSouth/AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team

MB
04/27/99

AGREEMENT

This Agreement, which shall become effective as of the ____ day of _____, 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Supra has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, Inc. ("BellSouth/AT&T Interconnection Agreement") dated June 10, 1997 for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Supra and BellSouth hereby agree as follows:

1. Supra and BellSouth shall adopt in its entirety the BellSouth/AT&T Interconnection Agreement dated June 10, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth/AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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Attachment 2	109

PCF
09/20/99

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BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

PCF
09/20/99

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**

Olukayde Ramos
2620 SW 27th Avenue
Miami, FL 33133

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IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

**Supra Telecommunications
and Information Systems, Inc.**

Signature

Signature

Name

Name

Date

Date

PCF
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WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(l) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Supra has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, Inc. ("BellSouth/AT&T Interconnection Agreement") dated June 10, 1997 for the state of Florida.

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4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

PCF

09/20/99

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**

Olukayde Ramos
2620 SW 27th Avenue
Miami, FL 33133

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BellSouth Telecommunications, Inc.

**Supra Telecommunications
and Information Systems, Inc.**

Signature

Signature

Name

Name

Date

Date

PCF
09/20/99

MESSAGE

Subject: ADOPTION OF AT&T AGREEMENT
Creator: kayramos /Internet (kayramos@STIS.com)

Item 1

FROM: kayramos /Internet (kayramos@STIS.com)
TO: Patrick C. Finlen /m6,mail6
CC: mbuechele /Internet (mbuechele@STIS.com)
WStavanja /Internet (WStavanja@STIS.com)

Item 2

ARPA MESSAGE HEADER

Item 3

<<Adoption of agreement..doc>>

We have reviewed your proposed adoption agreement and made minor changes.
Please print, sign and return. If you have questions, let me know.
Kay

Item 4

Microsoft Word (all versions) cannot be displayed or printed.

AGREEMENT

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WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996;
and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement;

and

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Supra and BellSouth hereby agree as follows:

1. Supra and BellSouth shall adopt the BellSouth/AT&T Interconnection Agreement dated June 10, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth/AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

And

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**

Olukayode Ramos
2620 SW 27th Ave
Miami, FL 33133

Or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

**Supra Telecommunications and
Information Systems, Inc.**

Signature

Signature

Name

Name

Date

Date

9/17/99

MESSAGE
Subject: Recall: ADOPTION OF AT&T AGREEMENT
Creator: kayramos /Internet (kayramos@STIS.com)

Dated: 9/22/99 at 11:31
Content: 3

Item 1

FROM: kayramos /Internet (kayramos@STIS.com)
TO: Patrick C. Finlen /m6,mail6a
CC: mbuechele /Internet (mbuechele@STIS.com)
WStavanja /Internet (WStavanja@STIS.com)

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-29
Page 23 of 34

Item 2

ARPA MESSAGE HEADER

Item 3

Kay Ramos would like to recall the message, "ADOPTION OF AT&T AGREEMENT".

MESSAGE
Subject: PROPOSED ADOPTION AGREEMENT
Creator: kayramos /Internet (kayramos@STIS.com)

Dated: 9/22/99 at 8.35
Contents: 4

Item 1

FROM: kayramos /Internet (kayramos@STIS.com)
TO: Patrick C. Finlen /m6,mail6a
CC: WStavanja /Internet (WStavanja@STIS.com)
mbuechele /Internet (mbuechele@STIS.com)

BellSouth Telecommunications, Inc.
FPSC Docket No. 001097-TP
Exhibit PCF-29
Page 24 of 34

Item 2

ARPA MESSAGE HEADER

Item 3

<<adoption agreement_.doc>>

Made minor changes to the proposed agreement. Please print, sign and return
for my signature.
Kay

Item 4

Microsoft Word (all versions) cannot be displayed or printed.

AGREEMENT

This Agreement, which shall become effective as of the ____ day of _____, 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996;
and

WHEREAS, section 252(i) of the Act and 47 C.F.R. §51.809 requires BellSouth to make available any individual interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement;

and

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Supra and BellSouth hereby agree as follows:

1. Supra and BellSouth shall adopt the BellSouth/AT&T Interconnection Agreement dated June 10, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth/AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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Replacement pages	8
Amendment	4
TOTAL	441

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the BellSouth/AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the BellSouth/AT&T Interconnection Agreement, the effective date shall be June 10, 1997.
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4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

And

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**

Olukayode Ramos
2620 SW 27th Ave
Miami, FL 33133

Or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

**Supra Telecommunications and
Information Systems, Inc.**

Signature

Signature

Name

Name

Date

Date

9/22/99

Ⓟ **BELLSOUTH**

BellSouth Telecommunications, Inc.
Room 34391 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

September 29, 1999

Mr. Olukeyode Ramos
President
Supra Telecommunications & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133

Dear Mr. Ramos:

Enclosed is a revised copy of adoption Agreement between BellSouth and Supra Telecommunications, Inc. I have incorporated your requested changes, corrected any misnumbering in the table on pages 1 and 2 of the Agreement, and included the letters and amendment that were deleted from the last version we sent to you. Please note that in the table contained in the adoption Agreement, every page of each attachment is counted, whether it is numbered or not.

Please sign both copies of the adoption Agreement. Once you have executed both copies of this Agreement, please forward them to me, and I'll have Jerry Hendrix sign on behalf of BellSouth. I'll also make all the necessary arrangements to have the agreement filed with the Florida Public Service Commission.

Please call me should you have any questions regarding the above. I can be reached at 404/927-8389.

Sincerely,



Pat Finlen
Manager, Interconnection Services

Enclosures

Cc: Parkey Jordan, Esq.
Nancy White, Esq.
Mr. Wayne Stavanja, Vice President - Supra Telecommunications and Information Systems, Inc.

AGREEMENT

This Agreement, which shall become effective as of the _____ day of _____, 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act and 47 C.F.R. §51.809 require BellSouth to make available any individual interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

WHEREAS,

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Supra and BellSouth hereby agree as follows:

1. Supra and BellSouth shall adopt the interconnection agreement executed between BellSouth and AT&T Communications of the Southern States, Inc. for the state of Florida ("BellSouth/AT&T Interconnection Agreement") dated June 10, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BellSouth/AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

And

General Attorney – COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

**Supra Telecommunications and
Information Systems, Inc.**

Olukayode Ramos
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Miami, FL 33133

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IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

**BellSouth Telecommunications, Inc. Supra Telecommunications and
Information Systems, Inc.**

Signature

Signature

Name

Name

Date

Date



BellSouth Telecommunications, Inc.
Room 34391 BellSouth Center
875 West Peachtree Street, N.E.
Atlanta, Georgia 30375

October 10, 1999

Mr. Olukayode Ramos
President
Supra Telecommunications & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133

Dear Mr. Ramos:

Enclosed for your file is a fully executed copy of the Interconnection Agreement entered into between BellSouth and Supra Telecommunications & Information Systems, Inc. ("Supra") for the State of Florida. This agreement supercedes the BellSouth/Supra Interconnection Agreement dated October 23, 1997, and replaces both the BellSouth/Supra Resale and Collocation Agreements, which expired by their terms on May 5, 1999 and July 7, 1999, respectively. BellSouth is in the process of making the necessary arrangements to have the agreement filed with the Florida Public Service Commissions.

Please note that because you have adopted AT&T's Florida-specific Interconnection Agreement, you may only order services in the state of Florida. If Supra should desire to order services in any other state, please notify BellSouth, and we will work with you to establish Agreements for the additional state(s).

If you have any questions relative to the Agreement, please call me at (404) 927-8389.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pat'.

Pat Finlen
Manager-Interconnection Services

Enclosure

AGREEMENT

Entered This Agreement, which shall become effective as of the 5th day of October, 1999, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 875 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(l) of the Act and 47 C.F.R. §51.809 require BellSouth to make available any individual interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement;

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AC *PCF*
09/29/99

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And

General Attorney - COU
Suite 4300
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Atlanta, GA 30375

Supra Telecommunications and
Information Systems, Inc.

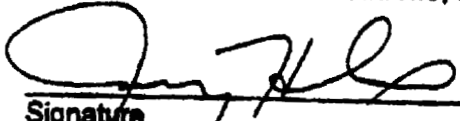
 PCF
09/29/99

Olukayode Ramos
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IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.



Signature

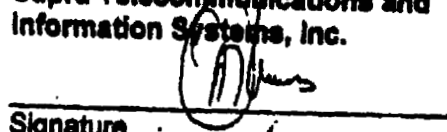
James D. Hendrick

Name

10/5/99

Date

Supra Telecommunications and
Information Systems, Inc.



Signature

O. A. Ramos

Name

10/04/99

Date


09/29/99