

SCANNED

LAW OFFICES  
**Messer, Caparello & Self**  
A Professional Association

Post Office Box 1876  
Tallahassee, Florida 32302-1876  
Internet: [www.lawfla.com](http://www.lawfla.com)

June 6, 2005

**BY HAND DELIVERY**

Ms. Blanca Bayó, Director  
Commission Clerk and Administrative Services  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 041144-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC ("KMC") are an original and fifteen copies of KMC's Motion to Compel Responses to Third Set of Interrogatories and The Fourth Production of Documents Request in the above referenced docket.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

  
Floyd R. Self

FRS/amb  
Enclosures  
cc: Parties of Record

DOCUMENT NUMBER-DATE  
05451 JUN-6 '05

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint of Sprint-Florida, Incorporated	)	Docket No. 041144-TP
Against KMC Telecom III LLC,	)	
KMC Telecom V, Inc. and KMC Data LLC,	)	
for failure to pay intrastate access charges	)	
pursuant to its interconnection agreement and	)	
Sprint's tariffs and for violation of	)	
Section 364.16(3)(a), Florida Statutes.	)	
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**KMC TELECOM III LLC, KMC TELECOM V, INC.  
AND KMC DATA LLC'S MOTION TO COMPEL  
RESPONSES TO THIRD SET OF INTERROGATORIES  
AND THE FOURTH PRODUCTION OF DOCUMENTS REQUEST**

Pursuant to Rules 28-106.204 and 28-106.206 of the Florida Administrative Code and Florida Rule of Civil Procedure 1.380, KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively, "KMC"), by and through their undersigned counsel, hereby file this motion seeking an order from the Florida Public Service Commission ("Commission") compelling Sprint-Florida Incorporated ("Sprint-FL") to comply with the applicable discovery rules and obligations and respond completely and meaningfully to KMC's Third Set of Interrogatories and Fourth Request for Production of Documents (attached hereto as Exhibit 1). The responses Sprint-FL has provided thus far are evasive and deficient.

**Background**

1. This action was commenced on September 24, 2004, upon the filing of a Complaint by Sprint-Florida, Inc. ("Sprint-FL") alleging that KMC intentionally and knowingly changed interexchange charge party numbers as part of a scheme to misroute interexchange telephone traffic to Sprint-FL as local traffic, in order to avoid and underpay access charges due to Sprint-FL. According to the allegations in the Sprint Complaint, the matters that form the basis for the

Complaint have been ongoing since July 2002, and have been the subject of discussions between Sprint-FL and KMC since at least November 6, 2003. *See* Sprint Complaint at ¶¶ 18-20.

2. On April 26, 2005, KMC served its Third Set of Interrogatories (Nos. 43-82) and Fourth Request for Production of Documents (Nos. 29-73) (“KMC’s Third Request”).

3. On May 16, 2005, Sprint-FL served its responses to KMC’s Third Request (attached hereto as Exhibit 2). On May 17, 2005, Sprint-FL served its supplemental responses to KMC’s Third Request (attached hereto as Exhibit 3).

### **Insufficient Discovery Responses**

#### **Interrogatory 49**

4. Interrogatory 49 asks Sprint-FL to “[p]lease identify and explain the characteristics of the traffic that Mr. Burt identifies at page 20 of his prefiled direct testimony that ‘determine whether it is or is not an enhanced services.’ Please also identify any documents or other materials that support Mr. Burt’s identification and explanation of such characteristics.”

5. **Sprint-FL is completely unresponsive. Instead of answering the question asked, Sprint-FL contends that the point of Mr. Burt’s testimony was not to describe the characteristics of enhanced services traffic. Sprint-FL’s efforts to distract focus from the presuppositions underlying his testimony should not be countenanced.**

6. **In his testimony, Mr. Burt asserted that enhanced services traffic can be identified by certain characteristics of that traffic. *See* James Burt Direct Testimony at 20. KMC is simply asking in its Interrogatory that Sprint-FL specify what characteristics Mr. Burt is testifying can be used to identify enhanced services traffic. The purpose for which Sprint-FL intended the testimony is completely irrelevant to Sprint-FL’s discovery obligations. In its testimony, Sprint-FL made an assertion, the basis for which is relevant and about which KMC is entitled to ask.**

7. As a result, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory.

**Interrogatory 54 and Production of Documents Request 45**

8. Interrogatory 54 requests that Sprint-FL “identify all Sprint policies or documents pertaining to how Sprint is to identify, classify, evaluate, investigate, determine, or otherwise verify whether a customer is an enhanced services provider.”

9. Production of Documents Request 45 requests all of the documents identified or relied on by Sprint-FL in responding to Interrogatory 54.

10. Sprint-FL’s response to this Production of Documents Request is to state that responsive documents will be provided on May 17, 2005, but no responsive documents were provided.

11. Sprint-FL’s response to the Interrogatory is to refer to its answer to Interrogatory 53.

12. Sprint-FL’s response to Interrogatory 53 in turn states that Sprint-FL *has* enhanced services customers, that it would be unduly burdensome to identify them, that Sprint-FL does not need to separately identify enhanced service providers from other customers ordering local services, and that Sprint-FL has not identified any enhanced services providers that have requested Sprint-FL to transport traffic across LATA boundaries for subsequent delivery to another local exchange carrier.

13. Nowhere in this response does Sprint-FL ever identify its policies or documents pertaining to the identification, etc. of enhanced services provider customers, make any statement that precludes the existence of such policies, nor state that it has no such policies. By way of example, the claim that it would be unduly burdensome to identify individual and existing enhanced services customers and providers at this point in time, does not preclude the existence of policies or documents pertaining to how Sprint-FL identifies, classifies, evaluates,

investigates, determines or otherwise verifies whether a customer is an enhanced services provider at any and all points of time, including when a customer first approaches Sprint-FL for service. Therefore, simply pointing to its response to Interrogatory 53 is evasive and inadequate.

14. **KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory and Production of Documents Request.**

**Interrogatory 55 and Production of Documents Request 46**

15. Interrogatory 55 requests that “[w]ith respect to any Sprint enhanced services provider customers, identify and describe the local services, if any, such providers purchase from Sprint. Please identify any documents upon which you relied in making your response.”

16. Production of Documents Request 46 requests all of the documents identified or relied on by Sprint-FL in responding to Interrogatory 55.

17. **Sprint-FL’s response to this Production of Documents Request is to state that responsive documents will be provided on May 17, 2005, but no responsive documents were provided.**

18. **Sprint-FL’s response to the Interrogatory is to once again refer to its response to Interrogatory 53. Not being able to identify all of its enhanced services customers is not the same as not being able to identify some or all of the enhanced services that Sprint customers use and Sprint-FL’s response to Interrogatory 53 does not ever discuss, let alone, identify and describe those enhanced services. As a result, Sprint-FL’s response is insufficient.**

19. **KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory and Production of Documents Request.**

**Interrogatory 56**

20. Interrogatory 56 in part requests that Sprint-FL “ explain in detail how Sprint, when it is the terminating LEC, is able (a) to differentiate between a call that employs only circuit switching and one that, at some point on the transmission path, uses Internet protocol.”

21. Sprint-FL’s response appears to answer a question that was never asked and, therefore, is unresponsive and inadequate. Sprint-FL states that it does not identify the protocols used for terminating traffic or differentiate between protocols for intercarrier compensation purposes and goes on to state its opinion on why that is not required and how it would affect compensation. KMC did not ask what Sprint-FL does or its opinion on compensation. Rather, KMC asked whether and how Sprint-FL could make such an identification (one that based on the Complaint Sprint-FL apparently believes that KMC could have and should have made).

22. This is a relevant inquiry and, therefore, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory.

**Interrogatory 59**

23. Interrogatory 59 requested, in part, whether Sprint asks each and every one of its enhanced service customers to make a demonstration that the customer is in fact an enhanced services provider and, if so, to describe the required demonstration.

24. Sprint-FL simply ignores this part of the Interrogatory. Sprint-FL responds solely to the first inquiries in the Interrogatory regarding KMC and Customer X and provides no response at all to this part of the Interrogatory. Sprint-FL is not permitted to pick and choose the Interrogatories or parts thereof to which it is going to provide a response.

25. As a result, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory.

**Interrogatory 70**

26. **Interrogatory 70**<sup>1</sup> asks that, for the Call Detail Records (“CDRs”) that Sprint-FL has already provided to KMC, Sprint-FL identify which of the CDRs were for calls that originated on a Sprint company ILEC.

27. **Sprint-FL’s response to this Interrogatory is to state that KMC can identify that information itself by looking at the CDRs that it has provided.**

28. **Sprint-FL is incorrect that KMC can identify this information from the CDRs the same way that Sprint-FL can. KMC, unlike Sprint-FL, does not have the complete data or the ability to manipulate the data and sort the information contained in the CDRs that Sprint-FL does. Without that ability, it is not feasible for KMC to identify and sort this information, even if it is present in the data, while Sprint-FL can. Sprint-FL’s objection, therefore, is misplaced.**

29. **As a result, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory.**

**Interrogatory 70A**

30. **Interrogatory 70A** requests that, for the CDRs that Sprint-FL has already provided to KMC, Sprint-FL identify which of the CDRs were for calls that originated on a Sprint company ILEC and were carried at any point by the Sprint IXC affiliate.

31. **Sprint-FL’s response to this Interrogatory is to state that KMC can identify that information itself by looking at the CDRs that it has provided.**

32. **Once again, Sprint-FL is incorrect that KMC can identify this information in the same way that Sprint-FL can from the CDRs. KMC, unlike Sprint-FL, does not have the complete**

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<sup>1</sup> In its Third Discovery Request, KMC inadvertently included 2 interrogatories numbered 70. In this Motion, KMC will refer to the first Interrogatory 70 as “Interrogatory 70” and the second Interrogatory 70 as Interrogatory “70A.”

records and or the ability to manipulate and sort the data as Sprint-FL does. As a result, Sprint-FL's objection to this Interrogatory is misplaced.

33. As a result, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory.

**Interrogatory 73**

34. Interrogatory 73 asks Sprint-FL whether it has "enhanced services provider customers in Florida[.] Please identify the specific trunks used by Sprint to route calls from Sprint enhanced services provider customers in Florida to KMC customers that have Tallahassee and Ft. Myers telephone numbers."

35. In response, Sprint-FL refers to its response to Interrogatory 53. As outlined above in ¶ 12, Sprint-FL's response to Interrogatory 53 states that Sprint-FL *has* enhanced services customers, that it would be unduly burdensome to identify *any* of them, that Sprint-FL does not need to separately identify enhanced service providers from other customers ordering local services, and that Sprint-FL has not identified any enhanced services providers that have requested Sprint-FL to transport traffic across LATA boundaries for subsequent delivery to another local exchange carrier.

36. Nowhere in its response to Interrogatory 53 does Sprint-FL state how and over what trunks enhanced services traffic is routed. Depending on Sprint-FL's policy and practice with respect to routing enhanced services traffic, it may not be necessary to be able to identify all individual enhanced services customers in order to be able to identify over what trunks that enhanced services traffic is routed. Because in its response to Interrogatory 53, Sprint-FL merely states that it would be unduly burdensome to actually identify its enhanced services customers, Sprint-FL's reference to its response to that Interrogatory is evasive and insufficient.



37. As a result, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond to this Interrogatory.

**Interrogatory 74**

38. Interrogatory 74 asks what “signaling information has Sprint delivered and does it currently deliver to KMC in connection with calls that originate on Sprint-provided Primary Rate ISDN service provided to a Sprint enhanced/information services provider end user. Please explain whether, to what extent, and why this signaling is any different from that associated with the PRIs which KMC provided to Customer X.”

39. **Sprint-FL does not provide a sufficient answer to this question.** Its response to the first part of the question regarding the signaling information is not only incomplete in that it states that Sprint-FL is only identifying some of the signaling information provided, but it is also qualified by the phrases “in the context of these proceedings” and “for this discussion.” It is unclear from these qualifications what information Sprint-FL has unilaterally decided to exclude although the clear implication from the language used is that Sprint-FL did not provide complete information. That is not Sprint-FL’s decision to make. It must provide all responsive information.

40. Furthermore, Sprint-FL did not respond at all to the second part of the question asking for an explanation about the information in comparison with KMC-declines PRI associated signaling information. Sprint-FL makes one statement with respect to KMC and it does not relate at all to the signaling information provided.

41. As a result, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond this Interrogatory.

### **Interrogatory 78**

42. Interrogatory 78 asks Sprint-FL to “describe in detail how the Sprint ‘SS7 CDR Summary Reports’ referred to in Sprint’s response to KMC’s Interrogatory 15 were generated, including but not limited to an explanation of the extent to which the Reports rely upon actual minutes of use, comprehensive use, or sampling of CDRs, and the trunk utilization reports generated by switch sampling techniques.”

43. Sprint-FL provides a very vague and generalized response to this Interrogatory. Sprint-FL states that certain data is “extracted” and placed into a monthly report, including interstate minutes, intrastate minutes, and local minutes and the information is used to determine the PLU and PIU factors.

44. This type of answer is incomplete and insufficient. According to Sprint-FL, these SS7 Call Detail Records appear to form almost the entire basis for both its claims of entitlement to access charges and for its calculations of owed access charges. Because Sprint-FL is using a summary of information extracted from the actual call record, the details as to how the information extracted from the actual call records and what parameters were used to extract and sort or classify this information is crucial to KMC’s ability to understand Sprint-FL’s claims and calculations. The very process of creating summaries and using excerpts of information involves making preliminary decisions and assumptions about the information sought and how it is to be used. Because neither KMC nor the Commission can accept on faith Sprint-FL’s claims and calculations, *how* Sprint-FL generated the foundation for its claims and calculations, including the assumptions made in the process are crucial to KMC’s ability to defend this action, are not only relevant to areas for discovery, they are absolutely critical to Sprint-FL’s case. It is unpardonable that Sprint-FL failed to respond to this Interrogatory.

45. Moreover, any claim on Sprint-FL's part, as they assert in their opposition to KMC's first motion to compel (dated May 19, 2005), that they have provided the requested information and KMC simply does not understand it is without merit. Sprint-FL repeatedly provides summary conclusions with respect to data and calculations without providing the underlying basis for those conclusions and the formulae used to make the calculations. The problem is not that KMC cannot understand the conclusions, but that KMC needs to be able to understand *exactly* how *these conclusions were arrived at* in order to assess their validity so KMC can defend itself. Not assuming that Sprint-FL is correct does not equate with not understanding the information provided.

46. As a result, KMC requests that the Commission order Sprint-FL to fully and meaningfully respond this Interrogatory.

**Interrogatory 79**

47. **Interrogatory 79** asks Sprint-FL to "[e]xplain in detail how the PIUs and PLUs on the documents characterized as "KMC CLEC PLU Backbilling" documents provided by Sprint in Response to KMC's Interrogatory No. 1(a) on February 21, 2005, (and attached as Exhibit KJF-1 to Sprint witness Farnan's prefiled direct testimony) were calculated. If not all of the PLUs and PIUs were calculated in the same manner, please identify which PLUs and PIUs were not and explain any differences."

48. As with Interrogatory 78, Sprint-FL again provides a vague and generalized response that provides none of the detail and specifics asked for and to which KMC is entitled. KMC asked for and requires significant detail regarding how Sprint-FL developed the PIUs and PLUs, including but not limited to, the values and variables used, the algorithms and formulas used to make the calculations, and what assumptions were made during the process. KMC has been

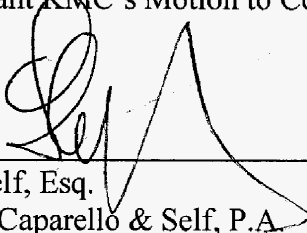
asking for this information since its First Set of Interrogatories and Sprint-FL keeps responding with vague generalities and an adamant refusal to elaborate on the details in a way that permits KMC to meaningfully evaluate their claims and calculations and validate their calculations. This information is central to this proceeding as the PLU and PIU factors are central to any Sprint-FL claim for damages, and Sprint-FL cannot be permitted to continue to stonewall KMC in its attempts to understand and verify the basis of Sprint's claims.<sup>2</sup>

49. As a result, KMC request that the Commission order Sprint-FL to fully and meaningfully respond this Interrogatory.

**Conclusion**

50. For the foregoing reasons, the Commission should grant KMC's Motion to Compel.

Respectfully submitted this 6<sup>th</sup> day of June 2005.



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Floyd Self, Esq.  
Messer, Caparello & Self, P.A.  
215 S. Monroe Street, Suite 701  
Tallahassee, FL 32302  
(850) 222-0720

Edward A. Yorkgitis, Jr., Esq.  
Barbara A. Miller, Esq.  
Kelley Drye & Warren LLP  
1200 19th Street, N.W.  
Washington, DC 20036

Attorneys for KMC Telecom III LLC, KMC  
Telecom V, Inc., and KMC Data LLC

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<sup>2</sup> Sprint-FL's response to this Interrogatory also demonstrates the lack of sincerity in its opposition to KMC's motion to compel. In response to KMC's objection to the lack of specificity in Sprint-FL's response to an Interrogatory asking for the specifics of how Sprint-FL calculated its damages, including the PIU and PLU factors, Sprint-FL states that it responded to the Interrogatory asked and that if KMC required additional information the appropriate response was follow-up discovery and not an objection to their claimed adequate response. This Interrogatory is an attempt by KMC to obtain additional information from subsequent discovery which Sprint-FL is refusing to provide. Sprint-FL cannot have it both ways.

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing have been served upon the following parties by hand delivery (\*) and/or U.S. Mail this 6<sup>th</sup> day of May, 2005.

Beth Keating, Esq.\*  
General Counsel's Office, Room 370  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Ms. Nancy Pruitt\*  
Division of Competitive Markets and Enforcement  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Susan Masterton, Esq.  
Sprint-Florida, Incorporated  
1313 Blairstone Road  
Tallahassee, FL 32301



Floyd R. Self

LAW OFFICES  
**Messer, Caparello & Self**  
A Professional Association

Post Office Box 1876  
Tallahassee, Florida 32302-1876  
Internet: [www.lawfla.com](http://www.lawfla.com)

April 26, 2005

**BY ELECTRONIC FILING**

Ms. Blanca Bayó, Director  
Commission Clerk and Administrative Services  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 041144-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC ("KMC") is an electronic version of KMC's Notice of Serving their Third Set of Interrogatories (Nos. 43-82) and Fourth Request for Production of Documents (Nos. 29-73) on Sprint-Florida, Incorporated and Sprint Communications Company, Limited Partnership d/b/a Sprint in the above referenced docket.

Thank you for your assistance with this filing.

Sincerely yours,



Floyd R. Self

FRS/amb  
Enclosures  
cc: Parties of Record

EXHIBIT 1

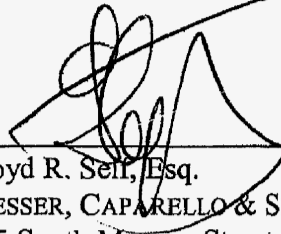
**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint against KMC Telecom III LLC, )  
KMC Telecom V, Inc., and KMC Data LLC )  
for alleged failure to pay intrastate access charges ) **Docket No. 041144-TP**  
pursuant to its interconnection agreement and ) **Filed: April 26, 2005**  
Sprint's tariffs and for alleged violation of Section )  
364.16(3)(a), F.S., by Sprint-Florida, Incorporated )  
)

**NOTICE OF SERVING KMC TELECOM III LLC, KMC TELECOM V, INC.,  
AND KMC DATA LLC'S THIRD SET OF INTERROGATORIES (NOS. 43-82)  
AND FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 29-73) ON  
SPRINT-FLORIDA, INCORPORATED**

KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively "KMC"), by and through its undersigned counsel, hereby files and serves Notice that it has served its Third Set of Interrogatories (Nos. 43-82) and Fourth Request for Production of Documents (Nos. 29-73) on Sprint-Florida, Incorporated by e-mail on Susan S. Masterton, Esq. at [susan.masterton@mail.sprint.com](mailto:susan.masterton@mail.sprint.com) and U. S. Mail on Susan Masterton, Esq., Sprint-Florida Incorporated, P.O. Box 2214, Tallahassee, FL 32316-2214 on this 26<sup>th</sup> day of ~~April, 2005.~~

Respectfully submitted,



Floyd R. Self, Esq.  
MESSER, CAPARELLO & SELF, P.A.  
215 South Monroe Street, Suite 701  
Tallahassee, Florida 32301  
(850) 222-0720 (voice)  
(850) 224-4359 (facsimile)  
[fself@lawfla.com](mailto:fself@lawfla.com)

Edward A. Yorkgitis, Jr.  
KELLEY DRYE & WARREN LLP  
1200 19<sup>th</sup> Street, N.W., Fifth Floor  
Washington, D.C. 20036  
(202) 955-9600 (voice)  
(202) 955-9792 (facsimile)  
[eyorkgitis@kelleydrye.com](mailto:eyorkgitis@kelleydrye.com)

Attorneys for KMC Telecom III, LLC,  
KMC Telecom V, Inc., and KMC Data LLC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that true and correct copies of the foregoing have been served upon the following parties by e-mail (\*) and/or U.S. Mail this 26<sup>th</sup> day of April, 2005.

Lee Fordham, Esq.\*  
General Counsel's Office, Room 370  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Ms. Nancy Pruitt\*  
Division of Competitive Markets and Enforcement  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Susan Masterton, Esq.\*  
Sprint-Florida, Incorporated  
1313 Blairstone Road  
Tallahassee, FL 32301

Sprint Communications Company,  
Limited Partnership d/b/a Sprint  
c/o Sprint-Florida, Incorporated  
P.O. Box 2214 (MC FLTLHO0107)  
Tallahassee, FL 32316-2214

  
\_\_\_\_\_  
Floyd R. Self



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint of Sprint-Florida, Incorporated            ) Docket No. 041144-TP  
Against KMC Telecom III LLC,                            )  
KMC Telecom V, Inc. and KMC Data LLC,            )  
for failure to pay intrastate access charges        )  
pursuant to its interconnection agreement and     )  
Sprint’s tariffs and for violation of                )  
Section 364.16(3)(a), Florida Statutes.            )

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**KMC TELECOM III LLC, KMC TELECOM V, INC., AND KMC DATA LLC’S THIRD SET OF INTERROGATORIES (NOS. 43-82) AND FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 29-73) TO SPRINT-FLORIDA, INCORPORATED AND SPRINT COMMUNICATIONS COMPANY, LIMITED PARTNERSHIP d/b/a SPRINT**

KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC (collectively “KMC”) pursuant to Rule 28-106.206, Florida Code, and Rules 1.340 and 1.350, Florida Rules of Civil Procedure, hereby serve upon Sprint-Florida, Incorporated and Sprint Communications Company, Limited Partnership db/a Sprint (“Sprint”) the following Third Set of Interrogatories (Interrogatory Numbers 43-82) and Fourth Request for Production of Documents (Numbers 29-73).

**DEFINITIONS AND INSTRUCTIONS**

1. “Affiliated” means controlled, controlled by, or common control with, where control is actual working control or direct or indirect ownership of 10% or more.
2. “Carrier” means a telecommunications carrier, including a CLEC, an ILEC (defined below), an interexchange carrier, and a wireless carrier.
3. “CLEC” refers to any competitive local exchange carrier.
4. “Commission” means the Florida Public Service Commission.

5. "Communication" includes, without limitation of its generality, correspondence, email, statements, agreements, contracts, reports, white papers, users guides, job aids, discussions, conversations, speeches, meetings, remarks, questions, answers, panel discussions and symposia, whether written or oral. The term includes, without limitation of its generality, both communications and statements which are face-to-face and those which are transmitted by documents or by media such as intercoms, telephones, television, radio, electronic mail or the Internet.

6. "Cost study" or "cost studies" means the detailed development of a rate element or of rate elements through a methodology based upon engineering, operational, economic, accounting, or financial inputs, plus support for the sources of the inputs or support for the derivations of the inputs, that enables a person using the study or studies to start with the support for each input and to then trace the support to the input, and to then be able to trace the input through the methodology to the resulting cost and then to the resulting rate element. "Cost study" and "cost studies" does not refer to an embedded cost study.

7. "The terms "document" and "documentation" shall have the same meaning and scope as contained in the Florida Rules of Civil Procedure, and shall include, without limitation, all written, reported, recorded, magnetic, graphic, photographic matter, however produced or reproduced, which is now, or was at any time, in the possession, custody, or control of your company and its affiliates including, but not limited to, all reports, memoranda, notes (including reports, memoranda, notes of telephone, email or oral conversations and conferences), financial reports, data records, letters, envelopes, telegrams, messages, electronic mail (e-mail), studies, analyses, books, articles, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, accounts, pamphlets, pictures, films, maps,

work papers, arithmetical computations, minutes of all communications of any type (including inter- and intra-office communications), purchase orders, invoices, statements of account, questionnaires, surveys, graphs, recordings, video or audio tapes, punch cards, magnetic tapes, discs, data cells, drums, printouts, records of any sort of meeting, invoices, diaries, and other data compilations from which information can be obtained, including drafts of the foregoing items and copies or reproductions of the foregoing upon which notations and writings have been made which do not appear on the originals.

8. “Identification” or “identify” when used in reference to: (i) a natural individual, requires you to state his or her full name and residential and business address; (ii) a corporation, requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its principal place of business; (iii) a document, requires you to state the number of pages and the nature of the document (*e.g.*, a letter or memorandum), its title, its date, the name or names of its authors and recipients, and its present location or custodian; (iv) a communication, requires you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communications, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

9. The terms “ILEC” and “incumbent LEC” refer to incumbent local exchange carrier, and include each ILEC’s parent or any subsidiary or affiliate, as well as all current or former officers, directors, employees, agents, representatives, contractors or consultants of ILEC and any persons or other entities who have acted or purported to act on its behalf. The terms “ILEC” and “incumbent LEC” include independent LECs.

10. "ISP" means Internet service provider.
11. "ISP-bound traffic" means traffic destined to ISPs.
12. "KMC" means KMC Telecom V, Inc., KMC Telecom III LLC, KMC Data LLC, or, collectively, more than one of the foregoing entities.
13. The term "LATA" means "Local Access and Transport Area" as that term is defined in the *Modification of Final Judgment, United States v. Western Elec. Co.*, 552F. Supp. 131 (D. D.C. 1982), *aff'd sub nom., Maryland v. United States*, 460 U.S. 1001 (1983).
14. "LEC" means a local exchange carrier, and includes, but is not limited to, CLECs and ILECs.
15. "Loop" is as defined or used in the *Triennial Review Order*.
16. "POI" means point of interconnection.
17. "Persons" mean the plural as well as the singular and includes any natural person, any firm, corporation, association, partnership, or other organization or form of legal entity.
18. "Similar" is intended to be as comprehensive as possible.
19. "Sprint" collectively refers to the Sprint Corporation, Sprint Communications, L.P., parent company/companies, and all subsidiaries, operating entities, affiliates, holding companies and operating companies, including but not limited to, Sprint-Florida, Incorporated. "Sprint" also refers to its witnesses who prepare and may file pre-filed testimony in the above-captioned proceeding.
20. "Sprint-FL" collectively refers to Sprint Corporation, Sprint Communications, L.P., parent company/companies, subsidiaries, operating entities, affiliates,

holding companies and operating companies that are directly or indirectly involved in this proceeding. Sprint-FL specifically includes, but is not limited to, Sprint-Florida, Incorporated.

21. “Sprint IXC” collectively refers to Sprint Corporation, Sprint Communications, L.P., parent company/companies, subsidiaries, operating entities, affiliates, holding companies and operating companies that are directly or indirectly involved in the provision of interexchange communications.

22. “Transport” is as defined or used in the *Triennial Review Order*.

23. “Triennial Review Order” refers to the FCC’s decision in *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01–338 et al., FCC 03–36, 18 FCC Rcd 16978 (Aug. 21, 2003); *Errata, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01–338 et al., FCC 03–227, 18 FCC Rcd. 19020 (Sep. 17, 2003).

24. The terms “you,” “your,” “yours” or “your company” means the carrier /business entity receiving these requests, and includes but is not limited to its affiliates, subsidiaries, officers, agents, attorneys, employees, representatives and consultants.

25. “VoIP service” means any service using any technology for transmitting voice over packet-switched data networks, including but not limited to transmission over networks using Internet protocol; “VoIP calls” means calls utilizing VoIP service.

### **INSTRUCTIONS**

Please answer each question separately and in the order that it is asked. The number of the answers should correspond to the number of the request being answered. Following each answer, please identify the person or persons responsible for the answer and indicate what person or witness provided responsive information or documents, and

where applicable, what witness will sponsor each answer in testimony. If at the time that responses to these requests are due, it has not been determined whether a witness will be testifying on behalf of Sprint who can answer questions relating to the responses, then for each response provide the name of the Sprint representative most knowledgeable regarding the subject area of and information in the response.

2. In response to the data requests seeking the production of documents, please produce all responsive documents for inspection and copying unaltered and/or unredacted as they are kept in the usual course of business and organize and label them to correspond to the categories in this request. If the requested documents are kept in an electronic format, you shall produce the requested documents in such format. If any part of a document is responsive to any request, the whole document is to be produced. If there has been any alteration, modification, or addition to a document (whether in paper form or electronic), including any marginal notes, handwritten notes, underlining, date stamps, received stamps, attachments, distribution lists, drafts, revisions or redlines, each such alternation, modification or addition is to be considered a separate and distinct document, and must be produced.

3. In response to data requests requesting you to identify documents or other items, information or materials for disclosure, please identify the document(s) or other item(s), information or material(s) in sufficient detail so that they can be produced. Such identification shall contain the number (and subpart, if applicable) of the request requesting the identification and the page count or description of the document or item. Additionally, to the extent known, the listing shall include the author, publisher, title, date, and any "Bates" or other sequential production numbering for the document or item.

When responding to the data requests, please produce copies of all documents, other items, information or materials that were identified in response to a request or directive to “identify for disclosure” in the requests. For each document or other item, please identify by number (including subpart, if any) the request which caused the “identification for disclosure.”

4. Please produce the requested information at the most granular level you possess. If a data request seeks information at a level more granular than what you possess, state that you do not possess information at that level and produce the information requested at the most granular level that you possess. KMC is not asking for the creation of brand new data, but is seeking all available data for the specific categories and sub-categories described.

5. When cost studies are requested, please include:

- a. both the monthly recurring and the non-recurring costs to provide the service or element in question;
- b. all work papers used or referenced in the determination of the cost and any other “back-up” documentation (*e.g.*, algorithms and assumptions) that reflects how the costs were determined;
- c. copies of all models used to develop the cost studies; in this regard, please provide a complete copy of each of the models in its entirety on DOS or Windows based 3 ½ inch disks or CD ROM in an executable format. Please indicate the hardware and software required to run the models. Please also include all user and

training manuals and guides, descriptions of the models, and documentation algorithms, assumptions, etc.

6. These requests are directed to all documents and information in your custody or control. A document is deemed to be in your custody or control if you have possession of the document, have the right to secure such document or communication from another person having possession thereof, or the document or communication is reasonably available to you (including those documents or communications in the custody or control of your company's present employees, attorneys, agents, or other persons acting on its behalf and its affiliates. In response to requests for production of documents contained in these data requests, you shall produce the document, including all appendices, exhibits, schedules, and attachments, that is most relevant to the request.

7. If you are unable to produce a document or information based on a claim that the document is not in your custody or control, state the whereabouts of such document or information when it was last in your possession, custody or control, and provide a detailed description of the reason the document is no longer in your possession, custody or control, and the manner in which it was removed from your possession, custody or control. If you are unable to produce a document or information in response to any request, so state, and indicate whether the document ever existed, or whether the document once existed but cannot be located. To the extent any documents are lost or destroyed, produce any documents which support your assertion that the document was lost or destroyed, and provide the date thereof.

8. If you are unable to respond fully and completely to a document request, you shall explain the reasons why you are unable to do so. The terms defined below and



the individual requests for information should be construed broadly to the fullest extent of their meaning in a good faith effort to comply with all applicable rules, including without limitation the Procedural Rules of the Florida Public Service Commission.

9. KMC requests that should there be a change in circumstances which would modify or change an answer supplied by your company, then in such case, KMC requests that you change or modify such answer and submit such changed answer as a supplement to the original answer. Further, should a subsequent version(s) of a document have been created or exist as of the date of this request, KMC requests that such version(s) be produced. Where prior versions or drafts of documents exist, please produce all such documents in your possession, custody or control.

10. KMC requests that you answer these requests under oath.

As used in these requests, the singular shall also be treated as plural and vice-versa.

11. Where interrogatories request information regarding traffic delivered to or from KMC to Sprint-FL or Sprint-IXC or information regarding charges that Sprint-FL alleges that KMC owes Sprint-FL, provide data, information, or documents separately with respect to KMC Telecom V, Inc., KMC Telecom III LLC, and KMC Data LLC

12. If you claim a privilege, or otherwise decline to produce or provide, any document or information responsive to one or more of the following categories, in addition to, and not in lieu of, any procedure that you must follow under law to preserve your objection(s) and/or privilege(s), within ten (10) days after receiving these requests, the attorney asserting the privilege shall:

- a. **identify in the objection to the request for information, or sub-part thereof, detailed reasons for your claim of privilege or**

other basis for protecting the document or information from disclosure; and the nature of the privilege (including work product) that is being claimed; and

b. provide the following information in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged information:

- i. for documents: (1) the type of document; (2) subject matter of the document; (3) the date of the document; (4) the number of pages in the document; (5) the location or custodian of the document; (6) such other information as is sufficient to identify the document for a subpoena *duces tecum*, including, where available, the names(s), address(es) and telephone number of the author(s) of the document and all recipient(s), and, where not apparent, the relationship of the author and addressee to each other;
- ii. for oral communications: (1) the name(s), address(es) and phone number(s) of the person making the communication and the name(s), address(es) and phone number(s) of the persons present while the communication was made; (2) the relationship of the person(s) present to the person(s) making the communication; (3) the date and place of each communication; (4) the general subject matter of the communication.

13. In the event that any requested information is considered by you to be confidential, the attorney asserting such confidential status shall produce such information notwithstanding its confidential nature pursuant to the protective order(s) and/or non-disclosure agreement(s) executed in this proceeding.

14. If you file a timely objection to any portion of a request, definition, or instruction, provide a response to the remaining portion.

15. Answers to these requests are to be provided in accordance with the applicable rules of discovery or any orders of the Commission in this docket. Service of responses, objections, and all notifications, shall be made in person, by facsimile or email to:

Floyd R. Self, Esq.  
MESSER, CAPARELLO & SELF, P.A.  
215 South Monroe Street, Suite 701  
Tallahassee, Florida 32301  
(850) 222-0720 (voice)  
(850) 224-4359 (facsimile)  
fself@lawfla.com

and

Edward A. Yorkgitis, Jr.  
KELLEY DRYE & WARREN LLP  
1200 19th Street, NW, Fifth Floor  
Washington, DC 20036  
(202) 955-9600 (telephone)  
(202) 955-9792 (facsimile)  
eyorkgitis@kelleydrye.com

### **INTERROGATORIES**

**Interrogatory 43:** Does Sprint agree that the FCC's enhanced services exemption permits enhanced services providers ("ESPs") to purchase local services, such as PRIs, from a local exchange carrier (CLEC or ILEC) rather than interexchange services from an IXC? If no, please explain the meaning and scope of the FCC's enhanced services exemption from access charges, and identify and explain any circumstances in which an ESP would not be permitted to purchase local services from a local exchange carrier.

**Response:**

**Interrogatory 44:** Mr. Burt, at pages 9-13 of his prefiled direct testimony, discusses his understanding of the “end-to-end” analysis reflected in the *AT&T Declaratory Ruling* (FCC 04-97) and his position that intercarrier compensation should be based upon the jurisdictional nature of the traffic. How is enhanced services traffic to be treated under Mr. Burt’s approach? If the answer differs depending upon certain characteristics of the enhanced services traffic, please identify what those differences are and how the treatment would vary as a result of the differences.

**Response:**

**Interrogatory 45:** Please identify the public comments referenced by Mr. Burt at page 18, lines 1-3 of his prefiled direct testimony.

**Response:**

**Interrogatory 46:** Based upon Mr. Burt's prefiled direct testimony at page 18, lines 5-21, is it Sprint's position under each of the three KMC-Sprint interconnection agreements KMC is not permitted to allow enhanced services providers from purchasing local services from KMC. Please explain why or why not, and identify and explain the basis for such an opinion including, but not limited to, specific references to the applicable interconnection agreements.

**Response:**

**Interrogatory 47:** Does Sprint agree that its claims against KMC are limited solely to the traffic coming to KMC from the KMC customer previously identified in the prefiled KMC direct testimony as Customer X? If not, please explain why not, and identify and explain the basis for the belief that such traffic is not limited to Customer X.

**Response:**

**Interrogatory 48:** Does Sprint agree with KMC's assertions that the traffic that is the subject of Sprint's complaint began in approximately May 2002 and terminated in approximately May to July, 2004 time period? Please explain why or why not. If your answer is no, please identify any evidence or other information that the traffic that is the subject of Sprint's complaint continued before May 2002 or after July, 2004.

**Response:**

**Interrogatory 49:** Please identify and explain the characteristics of the traffic that Mr. Burt identifies at page 20 of his prefiled direct testimony that "determine whether it is or is not an enhanced service" Please also identify any documents or other materials that support Mr. Burt's identification and explanation of such characteristics.

**Response:**

**Interrogatory 50:** Is there a difference between an enhanced services provider and an information services provider? Please define each term and explain any differences between the two terms.

**Response:**

**Interrogatory 51:** At page 21, lines 1-5, Mr. Burt states in his prefiled direct testimony that the reason “KMC is required to pay access charges for the toll traffic that it delivered to Sprint over local interconnection trunks is the language in Interconnection Agreements between Sprint and KMC, the language in Sprint’s Access Service Tariff and Florida Statutes. Each of these three vehicles makes it abundantly clear that KMC is required to pay Sprint’s tariff access charges on all traffic that is not local.” Assuming Customer X is an enhanced services provider that purchases local services from KMC (such as PRIs), is it Mr. Burt’s testimony that Customer X cannot utilize such local services? Please explain the basis for your answer and identify any documents upon which you relied in making your response.

**Response:**

**Interrogatory 52:** If a customer identifies itself as an enhanced services provider to a CLEC, what obligation, if any, does the CLEC have to investigate, determine, or otherwise verify such an assertion? To the extent Sprint identifies any such obligation, please identify and explain the basis or authority for each such an obligation and identify any documents upon which you relied in making your response.

**Response:**

**Interrogatory 53:** Does Sprint have any enhanced services provider customers? What actions did Sprint take to investigate, determine, or otherwise verify each such customer's status as an enhanced services provider? Please identify any documents upon which you relied in making your response.

**Response:**



**Interrogatory 54:** Please identify all Sprint policies or documents pertaining to how Sprint is to identify, classify, evaluate, investigate, determine, or otherwise verify whether a customer is an enhanced services provider.

**Response:**

**Interrogatory 55:** With respect to any Sprint enhanced services provider customers, identify and describe the local services, if any, such providers purchase from Sprint. Please identify any documents upon which you relied in making your response.

**Response:**

**Interrogatory 56:** Please explain in detail how Sprint, when it is the terminating LEC, is able (a) to differentiate between a call that employs only circuit switching and one that, at some point on the transmission path, uses Internet protocol; and (b) to differentiate between a call that employs Internet protocol for transmission purposes only (i.e., a call that falls within the FCC's

*AT&T Declaratory Ruling*) and a call that employs enhanced services features and functionalities enabled by the use of Internet protocol or other technologies.

**Response:**

**Interrogatory 57:** Identify and describe all facts and documents relied upon by Mr. Burt on p. 18, lines 16-18, to state that “Sprint’s evidence shows that the traffic being terminated to Sprint appears to be “phone-to-phone” VoIP that meets the criteria spelled out by the FCC in the AT&T order.”

**Response:**

**Interrogatory 58:** Based upon Mr. Burt’s prefiled direct testimony at page 20, lines 7-8, how should Customer X have demonstrated to KMC that its traffic “was truly enhanced services traffic?” Identify and discuss the legal or regulatory rule(s) or obligation(s) that required Customer X to demonstrate to KMC that its services were enhanced services.

**Response:**

**Interrogatory 59:** Based upon the confidential correspondence between KMC and Customer X disclosed to date to Sprint by KMC, does Sprint agree that Customer X is or is not an enhanced services provider or an information services provider? Why or why not? If Sprint does not believe that Customer X is an enhanced/information services provider, what information would Sprint need in order to accept that Customer X is an enhanced/information services provider? Does Sprint ask each and every one of its enhanced services provider customers to make such a demonstration to Sprint before it provides such customers with local services. If so, identify and describe such requirements.

**Response:**

**Interrogatory 60:** If Customer X misrepresented its traffic to KMC as enhanced service traffic, and it was determined to not be enhanced services traffic, please explain why Sprint's remedy is against KMC and not Customer X and/or any predecessor telecommunications carriers or other providers in the call path. Please explain whether and under what circumstances

Sprint's remedy would be with Customer X and/or predecessor telecommunications carriers or other providers in the call path instead of KMC.

**Response:**

**Interrogatory 61:** Assuming Sprint is correct regarding the allegations in its complaint, what compensation (access charges or other charges) would KMC have been entitled to from Customer X? KMC is not necessarily seeking specific dollars as a response to this request, but rather identify and describe the types of such compensation and the basis for such compensation.

**Response:**

**Interrogatory 62:** If KMC was entitled to access charges from Customer X rather than charges for PRI services, what economic incentive did KMC have to allegedly misrepresent or misroute the traffic from Customer X? If it is Sprint's position that KMC would only have been entitled to its PRI service charges, please explain why KMC would have been entitled only to those charges while Sprint would have been entitled to access charges?

**Response:**



**Interrogatory 64:** Does Sprint have evidence that other local exchange carriers have been sending traffic over local interconnection trunks to Sprint in Florida that has been received by those local exchange carriers from Customer X or other entities operating in a manner as alleged by Sprint in its Complaint against KMC? If so, please identify and explain all such evidence or information.

**Response:**

**Interrogatory 65:** If the Florida Public Service Commission determines that KMC was entitled to rely upon Customer X's representations that Customer X was an enhanced service provider sending KMC enhanced services traffic, does Sprint agree that it no longer has any claim against KMC? Please explain why or why not.

**Response:**

**Interrogatory 66:** If the Florida Public Service Commission determines that the traffic at issue in Sprint's complaint is enhanced, does Sprint agree that it no longer has any claim against KMC? Please explain why or why not.

**Response:**

**Interrogatory 67:** What efforts has Sprint taken to determine whether the traffic at issue in its complaint against KMC is or is not enhanced services traffic?

**Response:**

**Interrogatory 68:** The discovery responses provided to KMC in this docket identify multiple IXCs as carriers preceding KMC in the call path prior to hand off to Sprint. Are any of the IXCs that preceded KMC in the call path Sprint's interexchange carrier affiliate, Sprint Communications Company LLC? Identify and describe any communications Sprint has had with any of these interexchange carrier providers regarding this issue, whether associate with the complaint in this docket or any other same or similar situations Sprint has experienced with other CLECs. If Sprint has not had such communications with these carriers, please explain why, especially given the fact that Sprint is aware of the identity of such carriers.

**Response:**

**Interrogatory 69:** Does Sprint have any information that any of the calls at issue in this docket were at any point carried by any Sprint company or affiliate (i.e., any Sprint company ILEC, CLEC, or IXC)? If so, please identify each such Sprint company and the volume of traffic (minutes of use or otherwise) associated with each such Sprint company.

**Response:**

**Interrogatory 70:** Of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of the CDRs were for calls that originated on a Sprint company ILEC.

**Response:**

**Interrogatory 71:** To the extent not provided in response to the previous Interrogatory, of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of CDRs were associated with calls carried at any point by the Sprint IXC affiliate.

**Response:**



**Interrogatory 70:** Of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of the CDRs were for calls that originated on a Sprint company ILEC and were carried at any point by the Sprint IXC affiliate.

**Response:**

**Interrogatory 71:** Based upon Mr. Schaffer's investigation of the charge party telephone numbers associated with Sprint's complaint, are any of the telephone numbers at issue in this proceeding assigned to KMC Data? If so, please identify each such telephone number. If none of the telephone numbers are associated with KMC Data, please explain Sprint's basis for its claims against KMC Data.

**Response:**

**Interrogatory 72:** In view of KMC's discovery responses and KMC's prefiled testimony and exhibit, does Sprint agree that only KMC III is a respondent to Sprint's complaint in this docket? If Sprint does not agree that only KMC III is the proper respondent, please explain why.

**Response:**

**Interrogatory 73:** Does Sprint have enhanced services provider customers in Florida? Please identify the specific trunks used by Sprint to route calls from Sprint enhanced services provider customers in Florida to KMC customers that have Tallahassee and Ft. Myers telephone numbers.

**Response:**

**Interrogatory 74:** What signaling information has Sprint delivered and does it currently deliver to KMC in connection with calls that originate on a Sprint-provided Primary Rate ISDN service provided to a Sprint enhanced/information services provider end user. Please explain whether, to what extent, and why this signaling information is any different from that associated with the PRIs which KMC provided to Customer X.

**Response:**

**Interrogatory 75:** Does Sprint agree that the signaling information Mr. Wiley analyzed through the Agilent system is the same information that KMC sends to Sprint for each call that is passed to Sprint over the local interconnection trunks between KMC and Sprint in Tallahassee and Ft. Myers, respectively? If the signaling information Mr. Wiley analyzed through the Agilent system is different, please identify the signaling information that is passed to Sprint by KMC on each call and the information used in the Agilent analysis that was not passed to Sprint by KMC.

**Response:**

**Interrogatory 76:** Does Sprint have any knowledge or reason to believe that any of the signaling information sent to Sprint by KMC over the local interconnection trunks in Tallahassee and Ft. Myers, respectively, was changed by KMC? If Sprint does have such knowledge or reason to believe, please explain the basis for such knowledge or reason to believe and identify and describe all of the facts that support that knowledge or reason to believe. The identification and description of such facts should include, but not be limited to, an explanation of how, when, and under what circumstances Sprint acquired such information.

**Response:**

**Interrogatory 77:** Please identify the source(s) for the access charge rates used in calculating the alleged damages against KMC for each month that a rate was applied. If that source is a tariff which is no longer in effect, please identify the relevant tariff pages, revisions, and effective dates.

**Response:**

**Interrogatory 78:** Please describe in detail how the Sprint “SS7 CDR Summary Reports” referred to in Sprint’s Response to KMC’s Interrogatory No. 15 were generated, including but not limited to an explanation of the extent to which the Reports rely upon actual minutes of use, comprehensive use or sampling of CDRs, and trunk utilization reports generated by switch sampling techniques.

**Response:**

**Interrogatory 79:** Explain in detail how the PIUs and PLUs on the documents characterized as “KMC CLEC PLU Backbilling” documents provided by Sprint in Response to KMC’s Interrogatory No. 1(a) on February 21, 2005, (and attached as Exhibit KJF-1 to Sprint witness Farnan’s prefiled direct testimony) were calculated. If not all of the PLUs and PIUs were calculated in the same manner, please identify which PLUs and PIUs were not and explain any differences.

**Response:**



**Interrogatory 79:** What is the basis for Mr. Wiley’s statement on page 11, lines 2-3, of his prefiled direct testimony that there should be a “relationship” between the “CPN” and “CN”? Identify all documents used or relied upon in providing your answer. Please explain all situations in which there may not be a “relationship” between the “CPN” and “CN” without a carrier manipulating the “CN” or “CPN”.

**Response:**

**Interrogatory 80:** Does Sprint agree that where a CLEC has a customer originating calls over a PRI, that are sent over a local interconnection trunk to Sprint for termination, the CN properly will be a number associated with the billing telephone number of the PRI trunk group. Please explain why or why not, and include the basis for this answer.

**Response:**

**Interrogatory 81:** Does Sprint agree that the FCC has asserted primary jurisdiction over calls that are IP-enabled, as defined in the FCC's *IP-Enabled Services* Notice of Proposed Rulemaking in WC Docket No. 04-36. Please explain why or why not, and include the basis for this answer.

**Response:**

**Interrogatory 82:** Does Sprint agree that the treatment of traffic at issue in the *AT&T Declaratory Ruling* which the FCC found to be subject to access charges is subject to reexamination by the FCC in its *IP-Enabled Services* proceeding. Please explain why or why not, and include the basis for this answer.

**Response:**

**REQUESTS FOR PRODUCTION OF DOCUMENTS.**

29. Produce copies of any documents where Sprint is requesting or a Sprint enhanced services provider is responding or notifying Sprint of its status as an enhanced services providers.

30. To the extent not otherwise provided to KMC in discovery or as exhibits to Testimony, provide a copy of all Sprint Summary CDR Data Reports used or relied upon by Sprint in calculating its alleged damages in this case.

31. Provide copies of any Agilent product training manuals or materials, used or dated after August 2003, relating to the “Agilent system” described by Sprint Witness Wiley on pp. 4-12 of

his pre-filed direct testimony. If each such training manual or material was not used or in effect for the entire time period, please identify the time period in which such manual or material was used or in effect.

**32.** Please provide a copy of the contract, agreement, work order or other documentation by which Sprint engaged Agilent with respect to the Agilent study or results utilized by Sprint in this proceeding.

**33.** Please produce copies of all communications or other documentation between Sprint and Agilent regarding the Agilent study relating to Sprint's claims in this docket.

**34.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 43.

**35.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 44.

**36.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 45.

**37.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 46.



**38.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 47.

**39.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 48.

**40.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 49.

**41.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 50.

**42.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 51.

**43.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 52.

**44.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 53.

**45.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 54.

46. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 55.

47. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 56.

48. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 57.

49. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 58.

50. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 59.

51. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 60.

52. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 61.

**53. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 62.**

**54. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 63.**

**55. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 64.**

**56. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 65.**

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**58. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 67.**

**59. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 68.**

**60. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 69.**

**61.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 70.

**62.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 71.

**63.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 72.

**64.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 73.

**65.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 74.

**66.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 75.

**67.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 76.

**68.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 77.

**69.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 78.

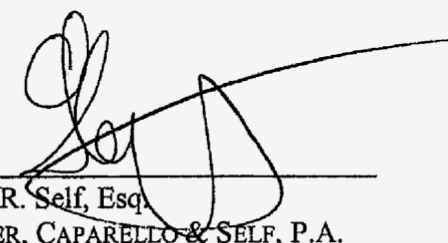
**70.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 79.

**71.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 80.

**72.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 81.

**73.** Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 82.

Respectfully submitted this 26<sup>th</sup> day of April, 2005.



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Floyd R. Self, Esq.  
MESSER, CAPARELLO & SELF, P.A.  
215 South Monroe Street, Suite 701  
Tallahassee, Florida 32301  
(850) 222-0720 (voice)  
(850) 224-4359 (facsimile)  
[fself@lawfla.com](mailto:fself@lawfla.com)

Edward A. Yorkgitis, Jr.  
KELLEY DRYE & WARREN LLP  
1200 19<sup>th</sup> Street, N.W., Fifth Floor  
Washington, D.C. 20036  
(202) 955-9600 (voice)  
(202) 955-9792 (facsimile)  
[cyorkgitis@kelleydrye.com](mailto:cyorkgitis@kelleydrye.com)

Attorneys for KMC Telecom III, LLC,  
KMC Telecom V, Inc., and KMC Data LLC

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint of Sprint-Florida, Incorporated	)	Docket No. 041144-TP
Against KMC Telecom III LLC,	)	
KMC Telecom V, Inc. and KMC Data LLC,	)	
for failure to pay intrastate access charges	)	
pursuant to its interconnection agreement and	)	
Sprint's tariffs and for violation of	)	
Section 364.16(3)(a), Florida Statutes.	)	

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**SPRINT-FLORIDA INCORPORATED'S RESPONSES TO KMC'S THIRD SET OF INTERROGATORIES (NOS. 43-82) AND FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 29-73)**

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.350, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Responses to KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC's (collectively KMC) Third Set of Interrogatories and Fourth Request for Production of Documents, which were served on Sprint on April 26, 2005. The general and specific objections to KMC's Third Set of Interrogatories and Fourth Request for Production of Documents filed on May 6, 2005, are incorporated herein by reference and in providing the following Responses, Sprint does so notwithstanding and without waiving any of these previously filed objections.

EXHIBIT 2

## RESPONSE TO INTERROGATORIES

**Interrogatory 43:** Does Sprint agree that the FCC's enhanced services exemption permits enhanced services providers ("ESPs") to purchase local services, such as PRIs, from a local exchange carrier (CLEC or ILEC) rather than interexchange services from an IXC? If no, please explain the meaning and scope of the FCC's enhanced services exemption from access charges, and identify and explain any circumstances in which an ESP would not be permitted to purchase local services from a local exchange carrier.

**Response:** Sprint objects to this Interrogatory to the extent that it requests legal analysis and conclusions which are privileged and exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding this objection, Sprint provides the following response based on its understanding of the policy issues embodied in this question.

The FCC's enhanced services exemption permits the enhanced services provider (ESP) to be treated as an end user. This gives the ESP the ability to purchase local service or access service as an end user from a local exchange carrier. The basis for the FCC's determination was that enhanced services providers are not carriers and as a result intercarrier compensation does not apply to the enhanced service provider. However, this determination has nothing to do with the intercarrier compensation that applies between the local exchange carrier providing service to the ESP and any other carrier that the local service provider exchanges traffic with. Nor does it dictate charges associated with ESP customers accessing the ESP's service. Intercarrier compensation between carriers is governed by the arrangements they have made for various traffic types, local, toll, etc.



In the course of pursuing this Complaint, Sprint has discovered an additional fact relevant to Sprint's claims. The Florida Public Service Commission determined in its Order on Reciprocal Compensation, Docket 000075-TP, Order No. PSC-02-1248-FOF-TP, that the classification of traffic as either local or toll is based on the end points of the call. The interexchange PRIs sold by KMC to Customer X are not local services because the end points are not within the local calling area. The PRI circuits sold by KMC to Customer X are from either Tallahassee to Orlando or from Ft. Myers to Orlando, making them toll services not local services.

**Interrogatory 44: Mr. Burt, at pages 9-13 of his prefiled direct testimony, discusses his understanding of the "end-to-end" analysis reflected in the *AT&T Declaratory Ruling (FCC 04-97)* and his position that intercarrier compensation should be based upon the jurisdictional nature of the traffic. How is enhanced services traffic to be treated under Mr. Burt's approach? If the answer differs depending upon certain characteristics of the enhanced services traffic, please identify what those differences are and how the treatment would vary as a result of the differences.**

**Response:** Intercarrier compensation for enhances services traffic is based on the terms and conditions of the agreement between two carriers. The treatment of enhanced services between an ESP and the ESP's local service provider has nothing to do with the intercarrier compensation between the local service provider from which an ESP has purchased a local service (in this instance, however, Customer X, the alleged ESP, did not purchase local service from KMC, but rather purchased an interexchange service, that is the PRIs from Orlando to Ft. Myers and Tallahassee) and another carrier the local service provider is exchanging traffic with. KMC implies that if an ESP purchases a local service from KMC (though in this case they did not) all intercarrier compensation associated with this ESP is based on reciprocal compensation rates.

This is a false assumption on the part of KMC. The following example illustrates just the opposite.

- Assumptions:
1. An Internet service provider (ISP) purchases local service from LEC A
  2. An end user that subscribes to this ISP's service is served by LEC B

If the end user is within the local calling area he makes a local call. The intercarrier compensation between LEC A and LEC B is based on the agreement between the parties, as is all intercarrier compensation not covered by tariff. If the end user is not within the local calling area, a toll call would be required to reach the ISP. In that instance the IXC that carries the toll call would pay access charges to the LEC B on the originating end of the call and access charges to LEC A on the terminating end of the call. To my knowledge, carriers do not claim that access charges don't apply even though the ESP (in this case the ISP) has the ability to purchase local service.

**Interrogatory 45: Please identify the public comments referenced by Mr. Burt at page 18, lines 1-3 of his prefiled direct testimony.**

**Response:** The reference is to public comments Customer X claims to have made to the FCC in its letter to KMC dated May 3, 2004. Customer X was responding to KMC's letter dated April 21, 2004 in which KMC was demanding that Customer X provide KMC additional information so that KMC could confirm the nature of the Customer X traffic. Apparently, KMC was not certain what type of traffic Customer X was terminating to KMC. So, KMC appears to be attempting to determine if the traffic was a certain type of VoIP, even though KMC claims to require all its wholesale service customers to represent and warrant that the VoIP services being terminated are of a particular type (Johnson Direct, page 21, lines 18-21).

**Interrogatory 46: Based upon Mr. Burt's prefiled direct testimony at page 18, lines 5-21, is it Sprint's position under each of the three KMC-Sprint interconnection agreements KMC is not permitted to allow enhanced services providers from purchasing local services from KMC. Please explain why or why not, and identify and explain the basis for such an opinion including, but not limited to, specific references to the applicable interconnection agreements.**

**Response:** The interconnection agreements between Sprint and KMC do not dictate what services KMC may provide to its customers or the rates, terms and conditions for KMC's provision of services to its customers. The interconnection agreements do address the intercarrier compensation to be paid by Sprint and KMC for different traffic types exchanged between the parties. The agreements clearly define local traffic to be traffic originating and terminating with the same local calling area (as defined in Sprint's tariffs). The agreements also clearly state that non-local traffic is subject to access charges and that access traffic should be terminated to Sprint over separate trunks from the trunks used to terminate local traffic. The agreements do not address separately how enhanced services traffic exchanged between Sprint and KMC is to be treated for intercarrier compensation purposes. Sprint's analysis of the SS7 records associated with the traffic that is the subject of this Complaint showed the originating, or calling party number, was outside the local calling area of the terminating, or called party, number. In addition, KMC was not providing local service to Customer X since the end points of the PRIs KMC sold to Customer X were either Tallahassee to Orlando or Ft. Myers to Orlando. Therefore, pursuant to the terms of the agreement, access charges, not reciprocal compensation, clearly are due.

**Interrogatory 47: Does Sprint agree that its claims against KMC are limited solely to the traffic coming to KMC from the KMC customer previously identified in the prefiled KMC direct testimony as Customer X? If not, please explain why not, and identify and explain the basis for the belief that such traffic is not limited to Customer X.**

**Response:** No, Sprint does not agree. In the course of Sprint's investigation, we reviewed a number of charge number/calling party number parameters that revealed calling party information that was originated from a different LATA than the Tallahassee or Fort Myers Switch. As discussed in Mr. Schaffer's Rebuttal testimony, approximately 60 charge numbers carried traffic that was out of the jurisdiction of the above mentioned local calling area. Sprint does not know the customers KMC has assigned these numbers to, but there are numbers present that KMC has not identified as assigned to Customer X.

**Interrogatory 48: Does Sprint agree with KMC's assertions that the traffic that is the subject of Sprint's complaint began in approximately May 2002 and terminated in approximately May to July, 2004 time period? Please explain why or why not. If your answer is no, please identify any evidence or other information that the traffic that is the subject of Sprint's complaint continued before May 2002 or after July, 2004.**

**Response:** No, Sprint does not agree. The KMC traffic is still being reviewed monthly for access usage over the local interconnection trunks. Sprint continues to use SS7 data to validate the jurisdiction of the billed usage and send adjustments for the additional access charges on subsequent bills for KMC. The KMC Complaint covers the period of July 2002 through the current period, see footnote 7 of the Complaint. Exhibit RA-2, attached to the Rebuttal Testimony of Ritu Aggarwal, identifies the amounts due through February 2005.

**Interrogatory 49:** Please identify and explain the characteristics of the traffic that Mr. Burt identifies at page 20 of his prefiled direct testimony that “determine whether it is or is not an enhanced service” Please also identify any documents or other materials that support Mr. Burt’s identification and explanation of such characteristics.

**Response:** The point being made in the question and answer on page 20 was not intended to describe the characteristics of enhanced services traffic but rather to state that a party cannot simply define traffic as enhanced because it is convenient or supportive of its position in this complaint. There must be some evidence presented by the party making the claim and a legal determination made based on that evidence. FCC Rule 47 CFR §64.702(a) provides the applicable definition of “enhanced services.”

**Interrogatory 50:** Is there a difference between an enhanced services provider and an information services provider? Please define each term and explain any differences between the two terms.

**Response:** The applicable definitions are as set forth in publicly available federal statutes, rules and orders.

**Interrogatory 51:** At page 21, lines 1-5, Mr. Burt states in his prefiled direct testimony that the reason “KMC is required to pay access charges for the toll traffic that it delivered to Sprint over local interconnection trunks is the language in Interconnection Agreements between Sprint and KMC, the language in Sprint’s Access Service Tariff and Florida Statutes. Each of these three vehicles makes it abundantly clear that KMC is required to pay Sprint’s tariff access charges on all traffic that is not local.” Assuming Customer X is an enhanced services provider that purchases local services from KMC (such as PRIs), is it Mr. Burt’s testimony that Customer X cannot utilize such local services? Please explain

the basis for your answer and identify any documents upon which you relied in making your response.

**Response:** See Sprint's response to Interrogatory No. 46.

**Interrogatory 52:** If a customer identifies itself as an enhanced services provider to a CLEC, what obligation, if any, does the CLEC have to investigate, determine, or otherwise verify such an assertion? To the extent Sprint identifies any such obligation, please identify and explain the basis or authority for each such an obligation and identify any documents upon which you relied in making your response.

**Response:** A CLEC, in this case KMC, that has entered into an agreement with another carrier, in this case Sprint, that includes terms and conditions regarding the facilities and compensation applicable to traffic based on its jurisdiction has an obligation and should take full responsibility for ensuring it is not violating said terms and conditions. In this case, KMC signed an interconnection agreement with Sprint that requires the use of separate trunks for the termination of local or toll traffic and requires KMC to pay access charges for terminating toll traffic. KMC understood the terms and conditions of the interconnection agreements with Sprint that required the use of separate trunks and the payment of access charges for toll traffic. In light of that knowledge, KMC still agreed to provide services to Customer X that, if as KMC claims were services not subject to access charges, Customer X should have been able to purchase directly from Sprint.

Sprint relied on the interconnection agreements between KMC and Sprint in making this response.

**Interrogatory 53: Does Sprint have any enhanced services provider customers? What actions did Sprint take to investigate, determine, or otherwise verify each such customer's status as an enhanced services provider? Please identify any documents upon which you relied in making your response.**

**Response:** Although it would unduly burdensome for Sprint to attempt to identify separately all of its ESP customers, Sprint does provide services, such as ESP Link and PRIs, specifically directed to ESP customers. In addition, ESP customers may order non-ESP specific local services. Sprint does not need to separately identify enhanced service providers from other customers ordering "local services". The tariffs specify the terms and conditions for use of the specific services. (See, e.g., Sprint's Florida Access Tariff, Section A30 and Sprint's FCC Tariff No. 3, Section 7)

Sprint has not identified any enhanced service providers that have requested Sprint to transport traffic across LATA boundaries for subsequent delivery to another local exchange carrier, similar to the service provided by KMC to Customer X between Customer X's premises in Orlando and Sprint's end users in Tallahassee and Ft. Myers. Sprint's tariffs provide the terms, conditions and rates applicable when any customer orders service which is to be used for transport outside its local calling area, as in the case of services provided by KMC to Customer X. Section A29.B.2.i., of Sprint's General Exchange Tariff states, "In the event a customer is served by a non-ISDN-PRI capable central office, the Company may provide ISDN-PRI Service from an alternative serving central office, as designated by the Company. The subscriber may be required to accept a foreign NXX. When a foreign NXX is required, all charges applicable to foreign exchange and /or foreign central office services, as specified in Section A9 of this tariff will apply in addition to the rates and charges included in this section.....Similarly, if a

subscriber requests ISDN-PRI Service from an alternate servicing central office other than that designated by the Company, all charges applicable to foreign exchange services, as provided in Section A9 of this tariff, will apply in addition to the rates and charges included in this section.”

Section A9.2 contains the following language regarding the application of rates where interexchange services are subscribed to as an alternative to the application of long distance message telecommunications services.

2. Rates and Charges (United Telephone exchanges only)

a. For the open end, or dial tone end, which is located in the foreign exchange where network switching of calls occurs, the rates for Foreign Exchange Service are the usage charges below and the Service Connection charges for flat-rate individual access line service, rotary line service, flat-rate PBX trunk service, or ISDN service applicable within the serving Foreign Exchange.

b. The outward usage charge below will apply on a customer dialed sent-paid basis for all calls originated by the customer over the Foreign Exchange Service line and terminated within the local calling area of the foreign exchange. The inward usage charge below will apply for all calls terminated to the customer’s Foreign Exchange Service line.

Per outward minute of use \$.020

Per inward minute of use \$.020”

Implementation of usage charges on the open end of intraLATA foreign exchange service provides a similar structure for interLATA and intraLATA Foreign Exchange service and



maintained competitive neutrality between the services offered by ILECs and IXC's. In Order No. 25120, Docket No. 910612-TL, the Commission stated its finding that they be similarly structured.

KMC's offering of its primary rate service over interLATA interexchange routes, while assigning billing numbers with NPA/NXXs that made the traffic appear local to Sprint and thus avoiding the access charges that would apply to interexchange carriers that provide the same service, gave KMC an unfair marketing advantage. Thus, in the instant case, KMC was able to gain revenues over other competitors by offering DS3 and DS1 transport services and flat rate ISDN-PRI services while avoiding the application of access charges that its competitors would be required to pay for terminating the subject traffic to Sprint.

Not only did KMC benefit from the monthly recurring revenues associated with the provisioning of the PRI service and transport services, KMC had the added revenue benefit of terminating this traffic to Sprint as local traffic and thus increasing three fold the local reciprocal compensation Sprint pays to KMC. See the Direct Testimony of Mitchell S. Danforth. If KMC had paid access charges to terminate Customer X's traffic to Sprint, KMC's rates to Customer X would likely have reflected the access charge costs and Customer X would not likely have routed Sprint bound traffic to KMC.

**Interrogatory 54: Please identify all Sprint policies or documents pertaining to how Sprint is to identify, classify, evaluate, investigate, determine, or otherwise verify whether a customer is an enhanced services provider.**

**Response:** See Sprint's response to Interrogatory No. 53.

**Interrogatory 55:** With respect to any Sprint enhanced services provider customers, identify and describe the local services, if any, such providers purchase from Sprint. Please identify any documents upon which you relied in making your response.

**Response:** See Sprint's response to Interrogatory No. 53.

**Interrogatory 56:** Please explain in detail how Sprint, when it is the terminating LEC, is able (a) to differentiate between a call that employs only circuit switching and one that, at some point on the transmission path, uses Internet protocol; and (b) to differentiate between a call that employs Internet protocol for transmission purposes only (i.e., a call that falls within the FCC's *AT&T Declaratory Ruling*) and a call that employs enhanced services features and functionalities enabled by the use of Internet protocol or other technologies.

**Response:** Sprint does not identify the protocols used for terminating traffic or differentiate between protocols for intercarrier compensation purposes because there is no basis to treat the traffic that terminates to Sprint uniquely just based on the protocol or technology a terminating carrier chooses to utilize. The use of a particular technology does not determine the intercarrier compensation, rather it is the terms and conditions of the agreements between the parties, be it an interconnection contract or a tariff.

**Interrogatory 57:** Identify and describe all facts and documents relied upon by Mr. Burt on p. 18, lines 16-18, to state that "Sprint's evidence shows that the traffic being terminated to Sprint appears to be "phone-to-phone" VoIP that meets the criteria spelled out by the FCC in the AT&T order."

**Response:** Sprint has made test calls from Sprint POTS customers to Sprint POTS customers that were traced to the local interconnection trunks between Sprint and KMC. The fact that both

ends of the calls were placed and received by end users of Sprint's POTS customers proves that the traffic is the type described as phone-to-phone telecommunications traffic per the AT&T order. The assumption being made in the determination that the traffic is traffic as described in the AT&T Declaratory Ruling is that somewhere between the Sprint end users the Internet protocol was being used. This assumption is based on representations by KMC that the traffic is VoIP traffic. Sprint cannot confirm the fact that the Internet protocol was in fact used anywhere between end users. See Exhibit JRB-2, attached to the Rebuttal Testimony of James R. Burt, for documents Sprint relied upon in making this assertion.

**Interrogatory 58: Based upon Mr. Burt's prefiled direct testimony at page 20, lines 7-8, how should Customer X have demonstrated to KMC that its traffic "was truly enhanced services traffic?" Identify and discuss the legal or regulatory rule(s) or obligation(s) that required Customer X to demonstrate to KMC that its services were enhanced services.**

**Response:** Sprint objects to this Interrogatory to the extent that it requests legal analysis and conclusions which are privileged and exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding this objection, Sprint provides the following response based on its understanding of the policy issues embodied in this question.

First, KMC states in Ms. Johnson's Direct Testimony on page 21 that it requires its customers to represent and warrant the nature of the services they provide. This claim by KMC suggests KMC itself thinks there is an obligation on its part to ensure the nature of any traffic it accepts from its customers. Second, Sprint is not in a position to say how KMC should ensure it is not violating the terms and conditions of its interconnection agreements with Sprint. The fact that KMC was obligated to abide by the terms and conditions of its interconnection agreements is reason enough to support KMC's need to ensure the services it was providing to Customer X did

not violate the terms and conditions of its interconnection agreements with Sprint. Regardless of the nature of the Customer X services or traffic prior to its delivery of the traffic to KMC for KMC's delivery to Sprint for termination to Sprint's end users, the fact that KMC sold Customer X interexchange PRIs to transport the traffic from Orlando to Ft. Myers or Tallahassee unequivocally resulted in KMC knowingly violating the terms of the agreements with Sprint and Sprint's access tariff. Notwithstanding Sprint's position that it is KMC's responsibility to determine how to ensure the nature of the traffic it intends to terminate to another carrier does not violate the terms of the agreement governing the traffic, KMC could have reviewed the applicable SS7 records or performed test calls, just as Sprint did.

**Interrogatory 59: Based upon the confidential correspondence between KMC and Customer X disclosed to date to Sprint by KMC, does Sprint agree that Customer X is or is not an enhanced services provider or an information services provider? Why or why not? If Sprint does not believe that Customer X is an enhanced/information services provider, what information would Sprint need in order to accept that Customer X is an enhanced/information services provider? Does Sprint ask each and every one of its enhanced services provider customers to make such a demonstration to Sprint before it provides such customers with local services. If so, identify and describe such requirements.**

**Response:** Based strictly on the correspondence between KMC and Customer X, it is Sprint's opinion that Customer X is not an enhanced services provider. There appear to be three letters between KMC and Customer X that address this issue. In summary, KMC questions the nature of Customer X's traffic and asks Customer X to prove the nature, Customer X restates its claim that it is an enhanced services provider, but doesn't provide any information to prove this claim,

and finally, KMC once again demands Customer X stand behind its claim by signing an contract, but there's no evidence Customer X ever did. The details of this correspondence follow.

The first is a letter dated April 21, 2004 from KMC to Customer X the contents of which 1) informs Customer X of Sprint's claims, 2) states that Customer X is responsible if KMC is not successful in opposing Sprint's claims, 3) requests information from Customer X so KMC can determine the nature of Customer X's traffic to assist KMC in opposing Sprint's claims, 4) requests Customer X sign a Master Services Agreement (MSA) which contains certain restrictions relating to the nature of Customer X's traffic, and 5) a demand by KMC that Customer X include originating line information including, but not limited to CPN.

The second letter is dated May 3, 2004 from Customer X to KMC. Customer X 1) claims it is an enhanced services provider, 2) claims that its traffic is not like AT&T's phone-to-phone VoIP traffic, 3) states that it can't validate whether that the traffic subject to Sprint's claim is even originated from Customer X, 4) appears to disagree with KMC as to what traffic types are considered information and/or enhanced services but that it should be clarified in the MSA being negotiated and 5) seems to acknowledge the tense nature of KMC and Customer X's relationship.

The third letter is from KMC to Customer X and states that 1) Customer X's traffic has been migrated from KMC's network, 2) states that KMC will not bill Customer X termination charges if a) Customer X provides the information requested of it in KMC's April 21, 2004 letter, b) pay any switched access due any third parties and indemnifies KMC, 3) a demand that Customer X

not pass the billing telephone number assigned to the PRI circuit in lieu of the originating line information or calling party number, and 4) a threat to terminate Customer X's originating PRI circuits unless there's an executed MSA by midnight, June 17, 2004.

At the very least, in order to demonstrate that Customer X's traffic is enhances services traffic, KMC would have to show that the traffic meet the criteria in the FCC rule defining enhanced services. In addition, KMC would have to demonstrate that Customer X uses the internet protocol in the transmission of the traffic and, even if Customer X uses the internet protocol at some point in the transmission of the traffic, that the traffic is not traffic as described in the AT&T Declaratory Ruling, which the FCC has determined to be telecommunications not enhances services traffic. Finally, regardless of whether Customer X is an enhanced services provider, the interconnection agreements between Sprint and KMC govern the appropriate intercarrier compensation for traffic exchanged between the parties. Those agreements are very clear in stating that access charges apply to interexchange traffic.

Although Sprint is unable to speculate as to all possible circumstances, Sprint does not believe that under the interconnection agreements governing Sprint and KMC or under s. 364.16(3)(a), Florida Statutes, and based on the facts applicable to this case, Sprint's remedy lies with either Customer X or other providers in the call path.

**Interrogatory 60: If Customer X misrepresented its traffic to KMC as enhanced service traffic, and it was determined to not be enhanced services traffic, please explain why Sprint's remedy is against KMC and not Customer X and/or any predecessor telecommunications carriers or other providers in the call path. Please explain whether**

and under what circumstances Sprint's remedy would be with Customer X and/or predecessor telecommunications carriers or other providers in the call path instead of KMC.

**Response:** KMC was terminating traffic to Sprint pursuant to the terms of the interconnection agreement between the parties. In simple terms, KMC violated the agreement and therefore, KMC is responsible.

**Interrogatory 61:** Assuming Sprint is correct regarding the allegations in its complaint, what compensation (access charges or other charges) would KMC have been entitled to from Customer X? KMC is not necessarily seeking specific dollars as a response to this request, but rather identify and describe the types of such compensation and the basis for such compensation.

**Response:** The compensation KMC charges its customers is strictly between KMC and the customer. Sprint would not presume to express an opinion regarding what charges KMC should apply.

**Interrogatory 62:** If KMC was entitled to access charges from Customer X rather than charges for PRI services, what economic incentive did KMC have to allegedly misrepresent or misroute the traffic from Customer X? If it is Sprint's position that KMC would only have been entitled to its PRI service charges, please explain why KMC would have been entitled only to those charges while Sprint would have been entitled to access charges?

**Response:** Sprint can only speculate as to the economic incentive KMC may have had to violate the terms of its agreements with Sprint. It appears that KMC benefited from the revenue it generated in selling interexchange PRIs for a fraction of the value of the access that would have applied to the traffic carried over the PRIs. For example, KMC was selling the PRI circuits

either between Tallahassee and Orlando or Ft. Myers and Orlando for \$800 per month with a cap of 400,000 MOU. In addition, based on the customer's bills provided by KMC in response to Sprint's POD No. , KMC also charged Customer X for transport between Orlando and Ft. Myers or Tallahassee. The same number of MOU rated at Sprint Florida's average intrastate access rate of about \$0.05 per MOU would have yielded \$20,000 per month per PRI circuit. There would have been no apparent reason for Customer X to use KMC as a middleman if it had been required to pay KMC the same access charges it would have been required to pay had it delivered the traffic directly to Sprint to terminate to Sprint's end users. (In fact, it appears there would have been no apparent reason for Customer X to handle the traffic if KMC had applied access charges.) Therefore, KMC received an economic benefit from charging Customer X for the PRIs and transport, while paying reciprocal compensation rather than access charges to Sprint through KMC's insertion of charge party numbers with NPA/NXXs local to Ft. Myers or Tallahassee for Customer X's traffic.

As to the second question, as stated in response to Interrogatory No. 62, the compensation KMC charges its customers is strictly between KMC and the customer. Sprint would not presume to express an opinion regarding what charges KMC should apply.

**Interrogatory 64: Does Sprint have evidence that other local exchange carriers have been sending traffic over local interconnection trunks to Sprint in Florida that has been received by those local exchange carriers from Customer X or other entities operating in a manner as alleged by Sprint in its Complaint against KMC? If so, please identify and explain all such evidence or information.**

**Response:** Sprint cannot identify if KMC's Customer X is using other local exchange carriers' networks to terminate masked interstate/intrastate traffic on those carriers' local interconnection



trunk groups to Sprint. Sprint wasn't aware that a KMC Customer X existed until KMC provided that information via the representations KMC made in responding to Sprint's Complaint.

**Interrogatory 65: If the Florida Public Service Commission determines that KMC was entitled to rely upon Customer X's representations that Customer X was an enhanced service provider sending KMC enhanced services traffic, does Sprint agree that it no longer has any claim against KMC? Please explain why or why not.**

**Response:** No. The agreements in place between Sprint and KMC govern the intercarrier compensation between the parties. The agreements 1) do not address the intercarrier compensation for enhanced services traffic and 2) clearly state that access charges apply to interexchange traffic such as that carried over the interexchange PRI circuits between KMC and Customer X that KMC claims represents the traffic in question.

**Interrogatory 66: If the Florida Public Service Commission determines that the traffic at issue in Sprint's complaint is enhanced, does Sprint agree that it no longer has any claim against KMC? Please explain why or why not.**

**Response:** See Sprint's response to Interrogatory No. 65.

**Interrogatory 67: What efforts has Sprint taken to determine whether the traffic at issue in its complaint against KMC is or is not enhanced services traffic?**

**Response:** See Sprint's Response to Interrogatory No. 53.

**Interrogatory 68: The discovery responses provided to KMC in this docket identify multiple IXCs as carriers preceding KMC in the call path prior to hand off to Sprint. Are any of the IXCs that preceded KMC in the call path Sprint's interexchange carrier affiliate, Sprint Communications Company LLC? Identify and describe any**

communications Sprint has had with any of these interexchange carrier providers regarding this issue, whether associate with the complaint in this docket or any other same or similar situations Sprint has experienced with other CLECs. If Sprint has not had such communications with these carriers, please explain why, especially given the fact that Sprint is aware of the identity of such carriers.

**Response:** By Sprint Communications Company LLC, Sprint assumes KMC is referring to Sprint Corporation's long distance affiliate, Sprint Communications Company, L.P. Sprint Communications Company L.P. was not identified as a PICd carrier on an originating leg of a call that had a terminating leg with a charge party number that masked the true jurisdiction of the call sent down the KMC local only interconnection trunk groups. Sprint has not had any communications with these IXC carriers concerning this traffic. The first reason is that Sprint can identify only a small percentage of the IXC carriers, that is, the carriers for the traffic that was originated from another Sprint end user. A large volume of this masked traffic is not originated from Sprint customers. The second reason, and the most compelling, is that this masked traffic isn't being sent down the interexchange carriers' trunk groups. It is being sent down KMCs local only interconnection trunk groups. Sprint has an interconnection agreement in place with KMC that specifies these local only trunk groups should only carry local traffic. Jim Burt further addresses this interconnection agreement in his Rebuttal Testimony on page 4 and in Sprint's response to Staff Interrogatory 4.

**Interrogatory 69:** Does Sprint have any information that any of the calls at issue in this docket were at any point carried by any Sprint company or affiliate (i.e., any Sprint company ILEC, CLEC, or IXC)? If so, please identify each such Sprint company and the volume of traffic (minutes of use or otherwise) associated with each such Sprint company.

**Response:** No, other than when the call originated from Sprints' end user. See Sprint's Response to Interrogatory No. 68 and Sprint's response to Staff's Interrogatory No. 9.

**Interrogatory 70:** Of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of the CDRs were for calls that originated on a Sprint company ILEC.

**Response:** Please see objections previously filed on May 6, 2005.

**Interrogatory 71:** To the extent not provided in response to the previous Interrogatory, of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of CDRs were associated with calls carried at any point by the Sprint IXC affiliate.

**Response:** See Sprint's response to Interrogatory No. 69 and Sprint's response to Staff's Interrogatory No. 9.

**Interrogatory 70:** Of the CDRs that have been provided by Sprint to KMC in discovery in this case, please identify which of the CDRs were for calls that originated on a Sprint company ILEC and were carried at any point by the Sprint IXC affiliate.

**Response:** Please see objections previously filed on May 6, 2005.

**Interrogatory 71:** Based upon Mr. Schaffer's investigation of the charge party telephone numbers associated with Sprint's complaint, are any of the telephone numbers at issue in this proceeding assigned to KMC Data? If so, please identify each such telephone number. If none of the telephone numbers are associated with KMC Data, please explain Sprint's basis for its claims against KMC Data.

**Response:** No, none of the telephone numbers are associated with KMC Data, but as mentioned in Chris Schaffer's Direct and Rebuttal Testimony, KMC Data is a party to the interconnection

agreements that Sprint and KMC have operated under during the time frames that are applicable to this complaint.

**Interrogatory 72:** In view of KMC's discovery responses and KMC's prefiled testimony and exhibit, does Sprint agree that only KMC III is a respondent to Sprint's complaint in this docket? If Sprint does not agree that only KMC III is the proper respondent, please explain why.

**Response:** No, Sprint does not agree that KMC III is the only proper party, though Sprint believes KMC III is a proper party to Sprint's Complaint. KMC III, KMC V, and KMC Data are all parties to some or all of the applicable interconnection agreements. KMC's discovery responses and testimony on this issue are difficult to follow because they contradict each other. In KMC's response to Sprint Interrogatory No. 12, requesting KMC to identify which carrier is assigned the two numbers that Sprint claims were used to mask the true jurisdiction of the calls, Ms. Johnson responded "KMC Telecom III, LLC". But in response to Staff's Interrogatory No. 12, KMC affirms both numbers are assigned to KMC V. Furthermore, Ms. Johnson restates in her Rebuttal Testimony that KMC V is assigned the OCN associated with the telephone numbers Sprint has identified, she further states "it has been clear that arrangements between Sprint and KMC have been conducted on behalf of KMC III..." In his Rebuttal Testimony, Mr. Schaffer produced extractions of specific orders for trunk groups that KMC submitted that clearly shows OCN 8982, KMC V, as the carrier ordering the trunk groups. These trunk groups were two of several that were used to send the masked interstate/intrastate traffic to Sprint.

**Interrogatory 73:** Does Sprint have enhanced services provider customers in Florida? Please identify the specific trunks used by Sprint to route calls from Sprint enhanced

services provider customers in Florida to KMC customers that have Tallahassee and Ft. Myers telephone numbers.

**Response:** See Sprint's Response to Interrogatory No. 53.

**Interrogatory 74:** What signaling information has Sprint delivered and does it currently deliver to KMC in connection with calls that originate on a Sprint-provided Primary Rate ISDN service provided to a Sprint enhanced/information services provider end user. Please explain whether, to what extent, and why this signaling information is any different from that associated with the PRIs which KMC provided to Customer X.

**Response:** In the context of these proceedings, Sprint provides ISDN PRI service to ESPs/ISPs in a normal manner used for PRI provisioning. That is, Sprint will deliver the calling party number (if present from the PRI customer), charge party number and called party number in the initial address message (IAM) to KMC. This is per normal industry standards. There are other parameters present that make up the initial address message, but for this discussion, these three parameters are the primary information elements in question. While the messaging and provisioning are not substantially different from KMC's messaging, there is a fundamental difference in the information that resides in these parameters, especially the Charge Party Number field. Our method of provisioning does not provide Local service (and numbering) for any customer that is outside Sprint's local calling area. That is, Sprint doesn't interconnect customers that are outside our serving NPA and LATA, as is the case with KMC's interconnection with Customer X.

**Interrogatory 75:** Does Sprint agree that the signaling information Mr. Wiley analyzed through the Agilent system is the same information that KMC sends to Sprint for each call that is passed to Sprint over the local interconnection trunks between KMC and Sprint in

Tallahassee and Ft. Myers, respectively? If the signaling information Mr. Wiley analyzed through the Agilent system is different, please identify the signaling information that is passed to Sprint by KMC on each call and the information used in the Agilent analysis that was not passed to Sprint by KMC.

**Response:** Sprint agrees that the signaling information KMC passed to Sprint for calls originating over the local interconnect trunks was the same information that was used in the analyses through the Agilent. That is the information that is converted by the Agilent system from Binary information of SS7 to a more human relevant form. (Names of parameters instead of binary representation of the parameter.)

It must be noted though, that at some times, the call over the local interconnection trunks was only part of the complete call. Based on the correlation capabilities of the Agilent system, a record of the complete call (from the tandem to the originator and from the tandem to the terminator) is recorded for a better view of the complete call from originating to terminating switches.

**Interrogatory 76:** Does Sprint have any knowledge or reason to believe that any of the signaling information sent to Sprint by KMC over the local interconnection trunks in Tallahassee and Ft. Myers, respectively, was changed by KMC? If Sprint does have such knowledge or reason to believe, please explain the basis for such knowledge or reason to believe and identify and describe all of the facts that support that knowledge or reason to believe. The identification and description of such facts should include, but not be limited to, an explanation of how, when, and under what circumstances Sprint acquired such information.

**Response:** While no information was changed from the information provisioned in the KMC switch, the information provisioned in the switch for the customer X is in violation of the North American numbering plan. As shown in Mr. Pasonski's direct testimony, page 9 lines 11-23 and page 10, lines 1-7, he states that the customer asked for and received PRI service from their Orlando site to KMC's switches in Fort Myers and Tallahassee. Also, the customer received local Tallahassee and Fort Myers telephone numbers for the billing (charge) numbers for the PRI. This allowed a customer outside the local rate center, NPA, and LATA to be able to route calls as if they were a local entity. As stated above, this is a violation. In the "Central Office Code (NXX) Assignment Guidelines" published by the Industry Numbering Committee (INC 95-0407-008), it states the following:

## **1.0 Purpose and Scope of This Document**

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These guidelines apply only to the assignment of CO codes (NXX) within geographic numbering plan areas (NPAs). This does not preclude a future effort to address non-geographic NPAs in the same guidelines.<sup>1</sup> CO codes (NXXs) are assigned for use at a Switching Entity or Point of Interconnection they own or control. Entities assigned CO Codes are termed "code holders" in areas where thousands-block number pooling has not been implemented or for those entities that are not participating in thousands-block number pooling. Where thousands-block number pooling has been implemented, an entity assigned a CO Code is designated as the "LERG<sup>2</sup> Assignee." While the ultimate delivery of any call to a CO code (NXX) need not be geographically identified, by necessity initial routing is geographically defined. Therefore, for assignment and routing purposes, the CO code (NXX) is normally

associated with a specific geographic location within an NPA, from which it is assigned. For some companies this is also used for billing purposes.

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<sup>1</sup> Separate procedures apply to the assignment of NXX codes within currently assigned Service Access Codes (SACs), and others will be developed, as appropriate, as new SACs are assigned by NANPA. For example, NXX assignment guidelines for the 900 SACs are available. Separate guidelines also will be prepared to address the assignment of numbering resources reserved for non-geographic applications.

<sup>2</sup> LERG in the phrase "LERG Assignee" used in this document refers to the Telcordia™ LERG™ Routing Guide, Telcordia and LERG Routing Guides are trademarks of Telcordia Technologies, Inc.

## 2.0 ASSUMPTIONS AND CONSTRAINTS

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**2.14 It is assumed from a wireline perspective that CO codes/blocks allocated to a wireline service provider are to be utilized to provide service to a customer's premise physically located in the same rate center that the CO codes/blocks are assigned.** Exceptions exist, for example tariffed services such as foreign exchange service.

As noted in the paragraphs above, assignment of numbers for a customer should be within the geographic location of the CO code. That is if a service is provided for a customer in Orlando, the NPA NXX of that customer should be in Orlando's LATA and NPA. While the switching



doesn't have to be in the same geographic area, the numbering for the customer should follow the NANP guidelines.

Even though the guidelines allow for exceptions, such as tariffed FX service, Florida's own general rules on Foreign Exchange service require that: "This tariff applies for foreign exchange service where all facilities and service points are located in the same LATA."

Since KMC willfully provided the Orlando customer with numbers for Fort Myers and Tallahassee, KMC must have knowingly violated the rules for numbering to escape access charges for traffic from this customer.

**Interrogatory 77: Please identify the source(s) for the access charge rates used in calculating the alleged damages against KMC for each month that a rate was applied. If that source is a tariff which is no longer in effect, please identify the relevant tariff pages, revisions, and effective dates.**

**Response:** Sprint uses the access rates that are billed to KMC from Sprint's publicly available Interstate and Intrastate Access Tariffs. (Sprint's FCC Tariff No. 3, Section 6.8 and Sprint's Florida Access Tariff Section E.3.8.) Interstate rates are average yields based on interstate access revenue for all carriers in Florida divided by the corresponding interstate access minutes for the month. Intrastate rates are based upon previously billed rates.

**Interrogatory 78: Please describe in detail how the Sprint "SS7 CDR Summary Reports" referred to in Sprint's Response to KMC's Interrogatory No. 15 were generated, including but not limited to an explanation of the extent to which the Reports rely upon**

**actual minutes of use, comprehensive use or sampling of CDRs, and trunk utilization reports generated by switch sampling techniques.**

**Response:** There is no sampling. All the data is based upon the actual SS7 Call Detail Records for each month. The Agilent SS7 Summary Report is a monthly summary of the actual SS7 Call Detail Records for all Sprint customers. The SS7 data fields are extracted into a monthly report to provide information by the call date, carrier, state, ATGN, TGSN, transit flag, no CPN flag, interstate minutes, intrastate minutes, local minutes and total calls. Sprint extracts KMC specific data, through an Access database, for the identified local interconnection trunks. This SS7 data is used to determine the monthly PLU and PIU factors which then are applied against the billed minutes.

**Interrogatory 79: Explain in detail how the PIUs and PLUs on the documents characterized as “KMC CLEC PLU Backbilling” documents provided by Sprint in Response to KMC’s Interrogatory No. 1(a) on February 21, 2005, (and attached as Exhibit KJF-1 to Sprint witness Farnan’s prefiled direct testimony) were calculated. If not all of the PLUs and PIUs were calculated in the same manner, please identify which PLUs and PIUs were not and explain any differences.**

**Response:** Sprint uses the same methodology to calculate the monthly PLU and PIU factors from the SS7 data in the monthly KMC CLEC PLU Backbilling documents. Sprint pulls the SS7 data each month for KMC and calculates the PLU and PIU factors from the jurisdiction on the minutes in the SS7 Summary Report. Sprint extracts the billed minutes from KMC’s interconnection bill in CASS for the same time period and applies the SS7 PLU and PIU factors against the total billed minutes. A true-up is done to the billed minutes to determine the

difference of what is initially billed as local and intralata toll minutes and the corrected amount to include the additional access charges.

**Interrogatory 79:** What is the basis for Mr. Wiley's statement on page 11, lines 2-3, of his prefiled direct testimony that there should be a "relationship" between the "CPN" and "CN"? Identify all documents used or relied upon in providing your answer. Please explain all situations in which there may not be a "relationship" between the "CPN" and "CN" without a carrier manipulating the "CN" or "CPN".

**Response:** The term relationship refers to the capability of ISDN as a user network-interface (see ANSI standards T1.607). Since this is a user-network interface, the calling party number would be a subtending subscriber and thus have a relationship to the user at this user network interface.

ISDN provides for the user to have a standardized protocol that connects to the network. These users are defined as described in Lucent's 5ESS ISDN Feature Description Feature document (235-190-104) In the ISDN overview (section 2) it states that:

It must offer the flexibility to be useful to a wide range of customers, from small business/residential to large centrex users. (Lucent Technologies is also committed to provide ISDN users with access to nearly all analog centrex features currently offered on the 5ESS® switch.) (section 2.2 – Evolution to National ISDN)

As the above passage states, the user can be anything from small residential customers to large centrex customers. These users have a common thread, the capability of the stations or customers behind the user CPE to use the ISDN protocol to communicate with the telephone

network. To identify these subscribers, the calling party number parameter passes the subscribers station number to the network. The charge party number reflects the provisioned billing number of the customer that would pay for the service. Telcordia Technologies Generic Requirements GR-317-CORE has the following to description about calling party and charge number:

**NOTE:** The calling party number need not be the same number provided by the Automatic Number Identification (ANI) feature of the inband exchange access signaling described in GR-690-CORE, *Exchange Access Interconnection, FSD 20-24-0000*. [20] For example, if the station set is behind a Private Branch Exchange (PBX), the number provided by the MF ANI feature might be the main PBX line number rather than the number of the specific station set. The number of the specific station set may be available to the originating SPCS as the calling party number.

Since the customer's CPE (i.e. PBX Centrex, Key Systems, etc.) would have a provisioned billing number assigned by the carrier, all stations in back of the CPE would have a relationship with this billing number. In terms of a PBX, the NPA NXX of the calling party would usually be the same as the NPA/NXX of the billing number.

To have a billing number that does not have this relationship with the calling party number is uncommon but could be done. If the ISDN PRI was used as network access instead of customer access, calls routed through this type of network would have the calling party of the originating PSTN caller while the billing number would be the billing number of the customer/ISDN

network provider. If a PSTN carrier interconnected to this ISDN carrier, the information sent out from the PSTN carrier over SS7 trunking would have the provisioned charge number of the ISDN carrier and the calling party number of the PSTN caller.

**Interrogatory 80:** Does Sprint agree that where a CLEC has a customer originating calls over a PRI, that are sent over a local interconnection trunk to Sprint for termination, the CN properly will be a number associated with the billing telephone number of the PRI trunk group. Please explain why or why not, and include the basis for this answer.

**Response:** No, Sprint does not. While for some PRI configurations, the Billing Number provisioned in the PSTN switch is transmitted as the Charge Number, there are other configurations that allow the Calling Party number to be used as a billing number. In the Lucent 5ESS switch, feature number 99-5E-2467 provides for this capability. The reasoning for this is to allow a condominium type of office to have a centralized CPE (PBX) but provide individual users to be billed for their calls on an individual basis. So while it is possible to have billing as stated in the example of interrogatory 80, there are features that allow other billing mechanisms for ISDN PRI.

**Interrogatory 81:** Does Sprint agree that the FCC has asserted primary jurisdiction over calls that are IP-enabled, as defined in the FCC's *IP-Enabled Services Notice of Proposed Rulemaking in WC Docket No. 04-36*. Please explain why or why not, and include the basis for this answer.

**Response:** Sprint objects to this Interrogatory to the extent that it requests legal analysis and conclusions which are privileged and exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding this objection, Sprint provides the following response based on its understanding of the policy issues embodied in this question.

In the AT&T Declaratory Ruling the FCC specifically stated that this traffic was telecommunications traffic, subject to the normal jurisdictional principles. Regardless of whether the FCC has asserted jurisdiction over other calls that are IP-enabled, Sprint and KMC have agreements in place that define the intercarrier compensation for any traffic exchanged between the parties. In this instance the traffic in question is interexchange and is clearly subject to access charges. If and when the appropriate regulatory authority makes a determination for the intercarrier compensation for traffic that Sprint and any other service provider exchange that is inconsistent with the provisions of Sprint's interconnection agreements, Sprint will abide by the "change in law" provisions of its agreements to effect any necessary intercarrier compensation changes.

**Interrogatory 82:** Does Sprint agree that the treatment of traffic at issue in the *AT&T Declaratory Ruling* which the FCC found to be subject to access charges is subject to reexamination by the FCC in its *IP-Enabled Services* proceeding. Please explain why or why not, and include the basis for this answer.

**Response:** Sprint objects to this Interrogatory to the extent that it requests legal analysis and conclusions which are privileged and exempt from discovery pursuant to Rule 1.280 of the Florida Rules of Civil Procedure. Notwithstanding this objection, Sprint provides the following response based on its understanding of the policy issues embodied in this question.

Sprint agrees that the FCC stated in the AT&T order that it may revisit its decision. However, in the AT&T Declaratory Ruling, the FCC also states its purpose for issuing the ruling was to "provide clarity to the industry with respect to the application of access charges pending the outcome of the comprehensive IP-Enabled Services rulemaking proceeding " (at paragraph 2) This stated goal could not be accomplished if disputes regarding the appropriate intercarrier

compensation for this type of traffic continued to be deferred until the resolution of the *IP-Enabled Services* proceeding sometime in the indefinite future.

## RESPONSE TO PRODUCTION OF DOCUMENTS REQUEST

**29. Produce copies of any documents where Sprint is requesting or a Sprint enhanced services provider is responding or notifying Sprint of its status as an enhanced services providers.**

Any documents that would be responsive to this request would be documents provided in the course of ordering or provisioning services to enhanced services providers customers. There are no documents that could easily be identified as such. To require Sprint to search its records to find those that might be considered responsive would be unduly burdensome, expensive, oppressive, or excessively time consuming and Sprint objects to this request on that basis.

**30. To the extent not otherwise provided to KMC in discovery or as exhibits to Testimony, provide a copy of all Sprint Summary CDR Data Reports used or relied upon by Sprint in calculating its alleged damages in this case.**

See Sprint's Response to KMC's Interrogatory No. 1. All documents that Sprint may reasonably produce have already been provided by Sprint in discovery or as exhibits to its testimony.

**31. Provide copies of any Agilent product training manuals or materials, used or dated after August 2003, relating to the "Agilent system" described by Sprint Witness Wiley on pp. 4-12 of his pre-filed direct testimony. If each such training manual or material was not used or in effect for the entire time period, please identify the time period in which such manual or material was used or in effect.**

The documents requested are highly proprietary and trade secret Agilent documents. As such, Sprint is not providing copies of the documents but will make them available to KMC for viewing at Sprint's Tallahassee offices at a time that is mutually agreeable to KMC and Sprint.



32. **Please provide a copy of the contract, agreement, work order or other documentation by which Sprint engaged Agilent with respect to the Agilent study or results utilized by Sprint in this proceeding.**

Please see Sprint's Response to KMC's POD No. 18.

33. **Please produce copies of all communications or other documentation between Sprint and Agilent regarding the Agilent study relating to Sprint's claims in this docket.**

Please see Sprint's Response to KMC's POD Nos. 7 and 18.

34. **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 43.**

There are no documents responsive to this request other than the publicly available FCC and FPSC Orders referred to in the Response.

35. **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 44.**

There are no documents responsive to this request other than the publicly available interconnection agreements between KMC and Sprint referred to in the Response.

36. **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 45.**

There are no documents responsive to this request other than the correspondence between KMC and Customer X referred to in the Interrogatory.

37. **Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 46.**

There are no documents responsive to this request.

**38. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 47.**

Documents responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

**39. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 48.**

See Exhibit RA-2.

**40. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 49.**

There are no documents responsive to this request other than the publicly available FCC Rule referred to in the Response.

**41. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 50.**

There are no documents responsive to this request.

**42. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 51.**

Please see Response to POD No. 37.

**43. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 52.**

There are no documents responsive to this request other than the publicly available interconnection agreements between KMC and Sprint.

**44. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 53.**

Documents that are responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

**45. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 54.**

Please see Response to POD No. 44.

**46. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 55.**

Please see Response to POD No. 44.

**47. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 56.**

There are no documents responsive to this request.

**48. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 57.**

Please see Exhibit JRB-2.

**49. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 58.**

There are no documents responsive to this request.

**50. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 59.**

There are no documents responsive to this request other than the referenced documents previously provided by KMC.

**51. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 60.**

There are no documents responsive to this request other than the publicly available interconnection agreements between KMC and Sprint.

**52. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 61.**

There are no documents responsive to this request.

**53. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 62.**

Documents responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

**54. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 63.**

There is no Interrogatory No. 63.

**55. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 64.**

There are no documents responsive to this request.

**56. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 65.**

There are no documents responsive to this request other than the publicly available interconnection agreements between Sprint and KMC.

**57. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 66.**

There are no documents responsive to this request other than the publicly available interconnection agreements between Sprint and KMC.

**58. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 67.**

See Response to POD No. 44.

**59. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 68.**

There are no documents responsive to this request.

**60. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 69.**

There are no documents responsive to this request.

**61. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 70.**

Please see objections previously filed on May 6, 2005.

**62. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 71.**

There are no documents responsive to this request.

**63. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 72.**

There are no additional documents responsive to this request, other than the documents that have already been provided as exhibits to Sprint's testimony or in previous responses to discovery requests from KMC.

**64. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 73.**

Please see Response to POD No. 44.

**65. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 74.**

The documents relied on are copyrighted documents that Sprint is prohibited by law from reproducing. Sprint will make these documents available at its Tallahassee offices for viewing by KMC at a mutually agreeable time.

**66. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 75.**

Please see Response to POD No. 65.

**67. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 76.**

Please see Response to POD No. 65.

**68. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 77.**

Please see Response to POD No. 30.

**69. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 78.**

Please see Response to POD No. 30.

**70. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 79.**

Please see Responses to POD Nos. 30 and 65.

**71. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 80.**

Please see Response to POD No. 65.

**72. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 81.**

There are no responsive documents other than the publicly available referenced FCC order.

**73. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 82.**

There are no responsive documents other than the publicly available referenced FCC orders.

DATED this 16<sup>th</sup> day of May, 2005.

*Susan S. Masterton*

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SUSAN S. MASTERTON

P.O. Box 2214

Tallahassee, FL 32316-2214

(850) 599-1560 (phone)

(850) 878-0777 (fax)

[susan.masterton@mail.sprint.com](mailto:susan.masterton@mail.sprint.com)

ATTORNEY FOR SPRINT



**STATE OF KANSAS**

**COUNTY OF JOHNSON**

Diedel, who being duly sworn deposes and says:

That she occupies the position of Financial Analyst III and is the person

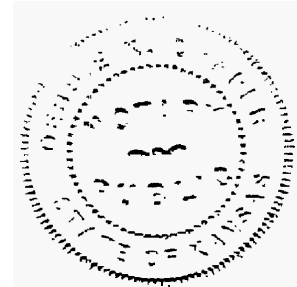
77-79 and further says that said answers are true and correct to the best of her knowledge and belief.

WITNESS my hand and seal this 16th day of May, A. D., 2005

Signature Andreas Sonja Diedel

Abba K Draper  
Notary Public  
State of KS

My Commission Expires:  
June 4 2005



**STATE OF KANSAS**

**COUNTY OF JOHNSON**

BEFORE ME, the undersigned authority, personally appeared William L. Wiley,  
who being duly sworn deposes and says:

That he occupies the position of National Engineering Standards Manager  
IV, and is the person who has furnished the answers to KMC's third set of  
interrogatories items 47, 74-76, and 79-80 and further says that said answers are  
true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 16th day of May, A. D., 2005

Signature William L. Wiley

Debbie Draper  
Notary Public  
State of KANSAS

My Commission Expires:  
June 4 2005



**STATE OF KANSAS**

**COUNTY OF JOHNSON**

BEFORE ME, the undersigned authority, personally appeared Christopher M. Schaffer, who being duly sworn deposes and says:

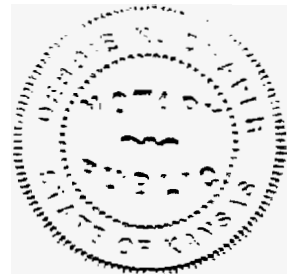
That he occupies the position of National Engineering Standards Manager III, and is the person who has furnished the answers to KMC's third set of interrogatories items 64, 68-69, and 71-72 and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 16th day of May, A. D., 2005

Signature Christopher M. Schaffer

Albion Draper  
Notary Public  
State of KANSAS

My Commission Expires:  
June 4 2005



**STATE OF KANSAS**

**COUNTY OF JOHNSON**

BEFORE ME, the undersigned authority, personally appeared James R. Burt, who being duly sworn deposes and says:

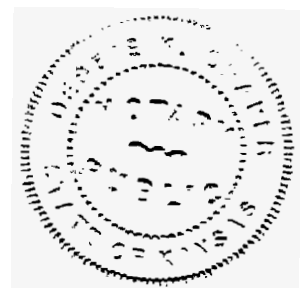
That he occupies the position of Director Regulatory Policy, and is the person who has furnished the answers to KMC's third set of interrogatories items 43-46, 49-60, 62, 65-67, 73, and 81-82 and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 16th day of May, A. D., 2005

Signature Jim Burt

Debbie K. Oraper  
Notary Public  
State of Kansas

My Commission Expires: June 4, 2005





Susan S. Masterton  
Attorney

**Law/External Affairs**  
FTLH00103  
1313 Blair Stone Rd.  
Tallahassee, FL 32301  
Voice 850 599 1560  
Fax 850 878 0777  
susan.masterton@mail.sprint.com

May 16, 2005

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

Re: Docket No. 041144-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated is Sprint's Notice of Service of Responses to KMC's 3<sup>rd</sup> Set of Interrogatories and 4<sup>th</sup> Request for Production of Documents.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at 850-599-1560.

Sincerely,

A handwritten signature in black ink that reads "Susan S. Masterton".

Susan S. Masterton

Enclosure

RECEIVED

MAY 20 2005

FLOYD R. SELF

**CERTIFICATE OF SERVICE  
DOCKET NO, 041144-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic mail this 16<sup>th</sup> day of May, 2005 and by U.S. mail the following day to the following:

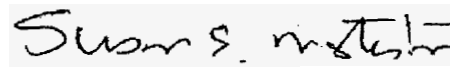
Division of Legal Services  
Lee Fordham/ Beth Keating  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Nancy Pruitt/Ann Marsh  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

KMC Data LLC/KMC Telecom III LLC/KMC Telecom V, Inc.  
Marva B. Johnson/Mike Duke  
1755 North Brown Road  
Lawrenceville, GA 30043-8119

Kelley Drye & Warren LLP  
Chip Yorkgitis / Barbara Miller  
1200 19th Street, N.W.,  
Fifth Floor  
Washington, DC 20036

Messer Law Firm  
Floyd R. Self, Esq.  
P.O. Box 1876  
Tallahassee, FL 32302-1876

  
Susan S. Masterton

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint of Sprint-Florida, Incorporated  
Against KMC Telecom III LLC, KMC  
Telecom V, Inc. and KMC Data LLC, for  
failure to pay intrastate Access charges  
pursuant to its interconnection Agreement and  
Sprint's tariffs and for violation of Section  
364.16(3)(a), Florida Statutes.

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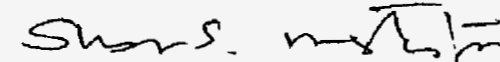
DOCKET NO. 041144-TP

Filed: May 16, 2005

**SPRINT'S NOTICE OF SERVICE OF SPRINT'S RESPONSES TO KMC'S  
THIRD SET OF INTERROGATORIES (NOS. 43-82) AND FOURTH REQUEST  
FOR PRODUCTION OF DOCUMENTS (NOS. 29-73)**

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Responses to KMC's 3<sup>rd</sup> Set of Interrogatories and 4<sup>th</sup> Production of Documents were submitted via electronic and US mail on May 16, 2005 to Floyd Self at [fself@lawfla.com](mailto:fself@lawfla.com) 215 S. Monroe Street, Ste 701 Tallahassee, FL 32301. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 16<sup>th</sup> day of May, 2005.



---

Susan S. Masterton  
P.O. Box 2214  
Tallahassee, FL 32316-2214  
Voice: 850-599-1560  
Fax: 850-878-0777 (fax)  
[susan.masterton@mail.sprint.com](mailto:susan.masterton@mail.sprint.com)

ATTORNEY FOR SPRINT



Susan S. Masterton  
Attorney

**Law/External Affairs**

FTLH00103  
1313 Blair Stone Rd.  
Tallahassee, FL 32301  
Voice 850 599 1560  
Fax 850 878 0777  
susan.masterton@mail.sprint.com

cc: M. Bayo  
F. Self  
5-23-05

May 17, 2005

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

Re: Docket No. 041144-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated are the original and 15 copies of Sprint's Notice of Service of Sprint's Supplemental Response to KMC's Third Set of Interrogatories and Fourth Request for Production of Documents, and missing page 2 from Sprint's Interrogatory responses. Also attached is Sprint's Claim of Confidentiality.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

Enclosure

RECEIVED

MAY 20 2005

FLOYD R. SELF



**CERTIFICATE OF SERVICE  
DOCKET NO. 041144-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. mail this 17<sup>th</sup> day of May, 2005 to the following:

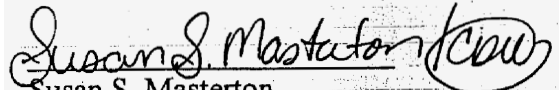
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Lawrenceville, GA 30043-8119

Kelley Drye & Warren LLP  
Chip Yorkgitis / Barbara Miller  
1200 19th Street, N.W.,  
Fifth Floor  
Washington, DC 20036

Messer Law Firm  
Floyd R. Self, Esq.  
P.O. Box 1876  
Tallahassee, FL 32302-1876

  
Susan S. Masterton

<u>Interrogatory</u>	<u>Prepared by</u>	<u>Title</u>
43-46	James R. Burt	Director Regulatory Policy
47	William L. Wiley	Natl Engineering Standards Mgr IV
48	Andleeb Sonia Diedel	Financial Analyst III
49-60	James R. Burt	Director Regulatory Policy
61	F. Ben Poag	Director Regulatory Affairs
62	James R. Burt	Director Regulatory Policy
64	Christopher M. Schaffer	Natl Engineering Standards Mgr III
65-67	James R. Burt	Director Regulatory Policy
68-69, 71-72	Christopher M. Schaffer	Natl Engineering Standards Mgr III
73	James R. Burt	Director Regulatory Policy
74-76	William L. Wiley	Natl Engineering Standards Mgr IV
77-79	Andleeb Sonia Diedel	Financial Analyst III
79-80	William L. Wiley	Natl Engineering Standards Mgr IV
81-82	James R. Burt	Director Regulatory Policy

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint of Sprint-Florida, Incorporated  
Against KMC Telecom III LLC, KMC  
Telecom V, Inc. and KMC Data LLC, for  
failure to pay intrastate Access charges  
pursuant to its interconnection Agreement and  
Sprint's tariffs and for violation of Section  
364.16(3)(a), Florida Statutes.

---

DOCKET NO. 041144-TP

Filed: May 17, 2005

**SPRINT'S NOTICE OF SERVICE OF SPRINT'S SUPPLEMENTAL  
RESPONSES TO KMC'S THIRD SET OF INTERROGATORIES (NOS. 43-82)  
AND FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 29-73)**

NOTICE IS HEREBY GIVEN that a copy of Sprint-Florida, Incorporated ("Sprint") Supplemental Responses to KMC's 3<sup>rd</sup> Set of Interrogatories and 4<sup>th</sup> Production of Documents were submitted via electronic and US mail on May 17, 2005 to Floyd Self at [fself@lawfla.com](mailto:fself@lawfla.com) 215 S. Monroe Street, Ste 701 Tallahassee, FL 32301. Copies of this Notice have been served on the parties to this docket pursuant to the attached Certificate of Service.

Respectfully submitted this 17<sup>th</sup> day of May, 2005.

---

Susan S. Masterton  
P.O. Box 2214  
Tallahassee, FL 32316-2214  
Voice: 850-599-1560  
Fax: 850-878-0777 (fax)  
[susan.masterton@mail.sprint.com](mailto:susan.masterton@mail.sprint.com)

ATTORNEY FOR SPRINT

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint of Sprint-Florida, Incorporated ) Docket No. 041144-TP  
Against KMC Telecom III LLC, )  
KMC Telecom V, Inc. and KMC Data LLC, )  
for failure to pay intrastate access charges )  
pursuant to its interconnection agreement and )  
Sprint's tariffs and for violation of )  
Section 364.16(3)(a), Florida Statutes. )  
\_\_\_\_\_ )

**SPRINT'S SUPPLEMENTAL RESPONSE TO KMC'S  
THIRD SET OF INTERROGATORIES AND  
FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.350 and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Sprint-Florida, Incorporated (hereinafter "Sprint") hereby submits the following Supplemental Response to KMC's Third Set of Interrogatories and Fourth Request for Production of Documents, which were served on Sprint on April 26, 2005. The general and specific objections to KMC's Third Set of Interrogatories and Fourth Request for Production of Documents filed on May 6, 2005, are incorporated herein by reference and in providing the following Supplemental Responses, Sprint does so notwithstanding and without waiving any of these previously filed objections.

**RESPONSE TO INTERROGATORIES**

**Interrogatory 67:** What efforts has Sprint taken to determine whether the traffic at issue in its complaint against KMC is or is not enhanced services traffic?

**Response:** See Sprint's Response to Interrogatory No. 53.

**Supplemental Response:** (Corrected) See Sprint's Response to Interrogatory No. 57.

**RESPONSE TO PRODUCTION OF DOCUMENT REQUESTS**

**30. To the extent not otherwise provided to KMC in discovery or as exhibits to Testimony, provide a copy of all Sprint Summary CDR Data Reports used or relied upon by Sprint in calculating its alleged damages in this case.**

See Sprint's Response to KMC's Interrogatory No. 1. All documents that Sprint may reasonably produce have already been provided by Sprint in discovery or as exhibits to its testimony.

**Supplemental Response:** (Corrected) See Sprint's Response to KMC's POD No. 1. All documents that Sprint may reasonably produce have already been provided by Sprint in discovery or as exhibits to its testimony.

**37. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 46.**

There are no documents responsive to this request.

**Supplemental Response:** There are no documents responsive to this request other than publicly available interconnection agreements.

**38. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 47.**

Documents responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

**Supplemental Response:** Please see attached documents.

**41. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 50.**

There are no documents responsive to this request.

**Supplemental Response:** There are no documents responsive to this request other than publicly available interconnection agreements.

**44. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 53.**

Documents that are responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

**Supplemental Response:** See attached documents.

**53. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 62.**

Documents responsive to this request are being compiled and copied and will be provided to KMC on May 17, 2005.

**Supplemental Response:** There are no documents responsive to this request.

**67. Please provide copies of all documents identified by you in your response to or otherwise relied on by you or related to your response to Interrogatory No. 76.**

Please see Response to POD No. 65.

**Supplemental Response:** Please see attached documents.

DATED this 17<sup>th</sup> day of May 2005.

*Susan S. Masterton (APW)*

SUSAN S. MASTERTON

P.O. Box 2214

Tallahassee, FL 32316-2214

(850) 599-1560 (phone)

(850) 878-0777 (fax)

[susan.masterton@mail.sprint.com](mailto:susan.masterton@mail.sprint.com)

ATTORNEY FOR SPRINT

**\*CONFIDENTIAL\***



GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9

Original Contents Sheet 1

By: F. B. Poag  
Director

Effective: January 1, 1997

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE  
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GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9

By: F.B. Poag  
Director

First Revised Sheet 1  
Cancelling Original Sheet 1  
Effective: December 29, 1997

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A. FOREIGN EXCHANGE (FX) SERVICE

1. General

- a. Foreign Exchange Service is exchange service furnished to a subscriber from an exchange other than the one from which he would normally be served. This tariff applies for foreign exchange service where all facilities and serving points are located in the same LATA.
- b. Foreign Exchange Service is not in accord with the general plan of furnishing telephone service and such service is furnished only under special conditions, where warranted, by the circumstances involved, and provided facilities are available.
- c. Foreign Exchange Service is furnished subject to the same restrictions as to the use of the service by other than the subscriber and his/her representatives, as apply in connection with other classes of service.
- d. Foreign Exchange Service is offered in connection with flat-rate individual access line service, PBX trunk service and rotary line service, Centrex or Enhanced Centrex service, and ISDN.
- e. Other services or facilities used in connection with Foreign Exchange Service (except as otherwise indicated in this tariff) are furnished subject to the rates and regulations applying in the exchange from which the subscriber would normally be served.

(N)

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9

By: F. B. Poag  
Director

First Revised Sheet 2  
Cancelling Original Sheet 2  
Effective: September 1, 1997

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A. FOREIGN EXCHANGE (FX) SERVICE (Cont'd)

1. General (Cont'd)

- f. Subscribers to Foreign Exchange Service are not required to contract for service in the exchange from which they would normally be served except as specified in paragraph A.1.i. following or where the Foreign Exchange Service is furnished from another company's exchange territory. (T)
- g. Where the serving Foreign Exchange is a multi-office exchange, Foreign Exchange service will be provided from whichever central office would be the most economical to the Company. If a subscriber desires operation from a different central office and facilities are available, Foreign Exchange service will be provided from the desired central office and charges specified in 3.a. following will apply.
- h. Foreign Exchange service is provided as a voice grade service and is not represented as suitable for satisfactory transmission of data. The Company does not assure standard quality of transmission levels for FX extension line service when more than one station is in use simultaneously.
- i. Where nonoptional extended scope service is in effect between two exchanges, Foreign Exchange Service will not be furnished between such exchanges, unless the customer also maintains local service from the exchange from which he/she would normally be served.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9

By: F. B. Poag  
Director

First Revised Sheet 3  
Cancelling Original Sheet 3  
Effective: December 29, 1997

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A. FOREIGN EXCHANGE (FX) SERVICE (Cont'd)

1. General (Cont'd)

- j. Custom Calling Features and ExpressTouch Service may be provided in conjunction with Foreign Exchange Service only in central offices equipped to accommodate such combinations.
- k. High capacity digital private line service rate elements may be substituted for the closed end FX rate elements specified in paragraph A.2.f. following if the customer requests termination of the FX service over high capacity facilities. Open end FX usage charges as set forth in paragraph A.2. following will apply regardless of any substitutions with respect to the closed end FX rate elements.
- l. This service is not offered in conjunction with extended area local calling plans.
- m. Resale of this service is not permitted.

2. Rates and Charges (United Telephone exchanges only)

- a. For the open end, or dial tone end, which is located in the foreign exchange where network switching of calls occurs, the rates for Foreign Exchange Service are the usage charges below and the Service Connection charges for flat-rate individual access line service, rotary line service, flat-rate PBX trunk service, or ISDN\_\_service applicable within the serving Foreign Exchange.

(N) (D)

(N) (D)

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag  
Director

SECTION A9  
Sixth Revised Sheet 4  
Cancelling Fifth Revised Sheet 4  
Effective: May 5, 2004

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A. FOREIGN EXCHANGE (FX) SERVICE (Cont'd)

2. Rates and Charges (United Telephone exchanges only) (Cont'd)

- b. The outward usage charge below will apply on a customer dialed sent-paid basis for all calls originated by the customer over the Foreign Exchange Service line and terminated within the local calling area of the foreign exchange. The inward usage charge below will apply for all calls terminated to the customer's Foreign Exchange Service line.

Per outward minute of use	<b>\$.020</b>	(R)
Per inward minute of use	<b>\$.020</b>	(R)

(D)

- c. When two or more Foreign Exchange Service lines are arranged in the same rotary group, they will be considered one service group for purposes of determining usage charges, i.e., usage for all FX lines in the rotary group will be combined before applying the usage charges. (T)

- d. The toll rates to access lines or PBX trunks connected for Foreign Exchange Service are the same as regularly apply to access lines and PBX trunks located in the Foreign Exchange area. (T)

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag  
Director

SECTION A9  
Eighth Revised Sheet 5  
Cancelling Seventh Revised Sheet 5  
Effective: May 5, 2005

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A. FOREIGN EXCHANGE (FX) SERVICE (Cont'd)

2. Rates and Charges (United Telephone exchanges only) (Cont'd)

- e. For the closed end, or station end, which is located in the subscriber's exchange, the rates are set forth below. In addition, Service Order Modification Charges as specified in Section A20 of this tariff are applicable for changes, cancellations or modifications to orders associated with the closed end.

	<u>Monthly Rate</u>	<u>First</u>	<u>Nonrecurring Charge</u> <u>Additional</u>	
Local Channel				
Foreign Exchange Service	\$35.15	\$270.00	\$87.00	
Foreign Central Office	\$25.00	\$270.00	\$87.00	
	<u>Fixed Monthly Charge</u>	<u>Monthly Charge Per Mile</u>	<u>Nonrecurring Charge Per Channel</u>	
Interoffice Channel	\$40.00	\$3.00	\$87.00	(!)
Bridging Equipment Charge		<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	
Per local channel bridged		\$30.00	\$8.00	

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9  
Original Sheet 6

By: F. B. Poag  
Director

Effective: January 1, 1997

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A. FOREIGN EXCHANGE (FX) SERVICE (Cont'd)

2. Rates and Charges (United Telephone exchanges only) (Cont'd)

- g. Where the applicant for Foreign Exchange Service is so located that it would be more economical for the Company to provide the Foreign Exchange Service direct from the Foreign Exchange to the applicant's location by the extension or utilization of existing plant, and where such facilities do not cross LATA boundaries, an Interoffice Channel charge will not apply.
- h. The rates and charges quoted for Foreign Exchange service provide for the furnishing of the service where suitable facilities are available and where the construction of the necessary facilities does not involve excessive costs. When the revenue to be derived from the service is not sufficient to warrant the Company assuming the unusual cost of providing the necessary construction, or if the service life of the constructed facilities will be unusually short or unknown, the customer and/or customers will be required to pay such cost in accordance with the regulations in Section A5 of this tariff.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9

By: F. B. Poag  
Director

First Revised Sheet 7  
Cancelling Original Sheet 7  
Effective: June 6, 1997

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A. FOREIGN EXCHANGE (FX) SERVICE (Cont'd)

3. Rates and Charges (Central Telephone exchanges only)

- a. Foreign Exchange service is provided in accordance with the rates, rules and regulations set forth in Section A20 of this tariff for the closed end, or station end rate elements for local channels, interoffice channels and bridging equipment as described in Section A20
- b. The open end, or dial tone end, which is located in the Foreign Exchange where network switching of the call occurs will be rated at the usage charges following, unless the FX service is provided in a central office where technical constraints prohibit measurement of terminating usage, then a combination of usage and flat rate will apply. Service connection charges for flat rate individual access line service, rotary line service, or PBX trunk service are applicable.
- c. Usage charges for all calls originating and terminating within the local calling area of the foreign exchange:
  - 1) Originating Usage, per minute  
of use or fraction thereof \$ .0559
  - 2) Terminating usage
    - a) Per minute of use or fraction  
thereof \$ .0481

(D)  
(D)



GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9

By: F. B. Poag  
Director

First Revised Sheet 8  
Cancelling Original Sheet 8  
Effective: September 1, 1997

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

A. FOREIGN EXCHANGE (FX) SERVICE (Cont'd)

3. Rates and Charges (Central Telephone exchanges only) (Cont'd)

d. The total usage per line will be billed on a per minute of use basis. (C)

+

(C)

e. Toll rates which apply to access lines and trunks in the exchange area will also apply to FX Service.

f. Where suitable facilities are not available for the provision of FX service and the revenue derived from normal rates and charges are not sufficient to warrant the Company assuming unusual costs of construction, the subscriber or subscribers will be required to pay such costs in accordance with the regulations in Section A5 of this tariff.

B. FOREIGN CENTRAL OFFICE (FCO) SERVICE

1. General

a. Foreign Central Office Service is exchange service furnished to a subscriber in a multi office exchange from a central office other than one from which service would normally be furnished.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9  
Original Sheet 9

By: F. B. Poag  
Director

Effective: January 1, 1997

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

B. FOREIGN CENTRAL OFFICE (FCO) SERVICE (Cont'd)

1. General (Cont'd)

- b. Foreign Central Office Service is offered in connection with flat-rate individual access line service, private branch exchange service, and rotary line service.
- c. Foreign Central Office Service is not in accord with the general plan of furnishing telephone service and such service is furnished only under special conditions where warranted by the circumstances involved and provided facilities are available.
- d. Other services or facilities used in connection with Foreign Central Office Service except as otherwise indicated in this tariff, are furnished subject to the rates and regulations applying in the Foreign Central Office from which the subscriber is served.

2. Rates and Charges (United Telephone exchanges only)

- a. For the open end, or dial tone end, which is located in the foreign central office where network switching of calls occurs, the rate for FCO Service is the monthly rate and Service Connection charges for flat-rate, individual access line service, rotary line service, or flat-rate PBX trunk service applicable within the exchange.
- b. For the closed end, or station end, the rates set forth in paragraph A.2.f. preceding (for closed end FX) apply.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A9

By: F. B. Poag  
Director

Seventh Revised Sheet 10  
Cancelling Sixth Revised Sheet 10  
Effective: May 5, 2005

FOREIGN EXCHANGE SERVICE AND FOREIGN CENTRAL OFFICE SERVICE

B. FOREIGN CENTRAL OFFICE (FCO) SERVICE (Cont'd)

3. Rates and Charges (Central Telephone exchanges only)

- a. The rate for foreign central office service is the monthly rate for the class of service desired plus an interoffice channel, an interoffice nonrecurring charge and interoffice mileage charges per mile rates at the rates shown below:

	<u>Fixed Monthly Charge</u>	<u>Monthly Charge Per Mile</u>	<u>Nonrecurring Charge</u>	
Interoffice Channel	\$40.00	<b>\$3.00</b>	\$87.00	(l)

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag  
Director

SECTION A29  
Second Revised Sheet 24.1  
Cancelling First Revised Sheet 24.1  
Effective: August 7, 2002

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II

1. General

a. Integrated Services Digital Network (ISDN) - Primary Rate Interface (PRI) Service is a local exchange offering supported by the ISDN architecture.

b. ISDN-PRI Service provides a method of access to the telephone network called Primary Rate Access. Primary Rate Access is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The service provides connectivity between an ISDN-PBX or other ISDN-compatible CPE and a serving central office. The basic channel structure for Primary Rate Access is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. After purchasing the original 23 B-Channel plus one D-Channel configuration, the customer may purchase another Primary Rate Access Line and another Primary Rate Interface as well as additional B-Channels in increments of 12.

These channels may be used to connect the customer's CPE to the **Public Network** (i.e., outward, inward, and two-way trunks, and WATS/ 800/866/877/888 Service access lines). (T)

c. ISDN-PRI Service provides **network communication** paths providing the end user with access to a variety of **network services** and features including data, voice and video which conforms to internationally developed, published, and recognized standards generated by the International Telecommunications Union (ITU). (T)

d. Unless specified, the regulations for ISDN-PRI Service apply in addition to the General Regulations set forth in this tariff.

e. ISDN-PRI Service and its optional features and functions are provided within a LATA from central offices where appropriate ISDN facilities are available as determined by the Company. Service inquiries will be necessary to determine availability. Charges Applicable Under Special Conditions may apply as specified in Section A5 of this tariff.

2. Regulations

a. The customer is responsible for providing Customer Premises Equipment (CPE) that is compatible with ISDN-PRI Service.

b. The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of ISDN-PRI Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A29

By: F. B. Poag  
Director

First Revised Sheet 24.2  
Cancelling Original Sheet 24.2  
Effective: January 28, 2002

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

2. Regulations (Cont'd)

c. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user.

d. Suspension **of service at** the customer's request, as defined in Section A2 of this tariff, does not apply to ISDN-PRI Service. (D)

e. **Service Charges specified in Section 4 of this tariff apply to any charges not specified in this section.** (D) (T)  
| (T)  
| (D)

f. The minimum service period for ISDN-PRI Service is six months.

g. Telephone numbers transmitted via the Optional or Standard Incoming Call Identification feature are intended solely for the use of the ISDN-PRI Service subscriber. Resale of this call identification information is prohibited by this tariff.

h. Non-Facility Associated Signaling (NFAS) provides the capability to serve multiple DS1's via a single D-Channel. This feature can be ordered where switch capabilities exist as determined by the Company. When NFAS is selected, the customer will order one ISDN-PRI Service arrangement with 23 B-Channels and 1 D-Channel. Additional ISDN-PRI Services arrangements can be ordered with 24 B-Channels as specified in Section A29 B.7. The D-Channel activated on the initial arrangement serves the additional ISDN-PRI arrangements.

After the first 23B + D PRI is purchased, a customer can purchase additional B-Channels in increments of 12. Additional Primary Rate Access Lines may be ordered in a 24B configuration. The Company recommends that the quantity of Primary Rate Access Lines supported by one (1) D-Channel not exceed four (4).

i. This service is available only from central offices which have the necessary facilities to provide ISDN-PRI on the standard network platform. In the event a customer is served by a non-ISDN capable central office, the Company may provide ISDN-PRI Service from an alternative serving central office, as designated by the Company. The subscriber may be required to accept a foreign NXX. When a foreign NXX is required, all charges applicable to foreign exchange and/or foreign central office services, as specified in Section A9 of this tariff will apply in addition to the rates and charges included in this section. The local calling area may not be the same as the local calling area of the exchange in which the customer is located.

GENERAL EXCHANGE TARIFF

SPRINT/FLORIDA, INCORPORATED

SECTION A29  
Original Sheet 24.3

By: F. B. Poag  
Director

Effective: November 17, 2001

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

2. Regulations (Cont'd)

i. (Cont'd)

When ISDN functionality becomes available from the central office that normally serves this subscriber, ISDN-PRI Service will be provided from that office and the subscriber may be required to accept a different NXX. If the subscriber chooses to continue ISDN-PRI Service from the alternative serving central office, all charges applicable to foreign exchange services, as specified in Section A9 of this tariff will apply in addition to the rates and charges included in this section.

Similarly, if a subscriber requests ISDN-PRI Service from an alternative serving central office other than that designated by the Company, all charges applicable to foreign exchange services, as specified in Section A9 of this tariff, will apply in addition to the rates and charges included in this section.

Emergency 911 calls placed over ISDN-PRI Primary Rate Access Lines provisioned via a foreign central office serving this arrangement will be identified as the alternative serving central office NXX and not the non-ISDN capable central office NXX. The Company shall not be liable for any loss or damages arising from emergency calls placed from ISDN-PRI Primary Rate Access Lines provisioned via an alternative serving central office.

- j. This service is available only where the customer's service location is within the provisioning limitations as determined prior to installation of the service. Should the customer's service location exceed said limitations, service will be provided where the Company has electronically compatible facilities available, or where existing facilities can be made compatible.
- k. Rotary hunt functionality, at no additional charge, is available with ISDN-PRI Service. This functionality increases the likelihood of an incoming call being completed over an ISDN-PRI B-channel. The functionality is exclusively within the B-channels of a single ISDN-PRI service arrangement or between multiple ISDN-PRI service arrangements and is not allowed between ISDN-PRI service arrangements and other services, including but not limited to, Business Individual Line Service. The total number of ISDN-PRI interfaces in a single, standard hunting configuration may not exceed 50.

GENERAL EXCHANGE TARIFF

SPRINT/FLORIDA, INCORPORATED

SECTION A29

By: F. B. Poag  
Director

First Revised Sheet 24.4  
Cancels Original Sheet 24.4  
Effective: September 20, 2003

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

2. Regulations (Cont'd)

- I. ISDN-PRI Service is not offered in conjunction with Local Measured Service.
- m. In order to maintain the quality of ISDN-PRI Service, the Company reserves the right to perform preventative maintenance and software updates to the network. The Company has classified this maintenance as indicated below:

Scheduled Maintenance

Scheduled maintenance is used to perform such functions as hardware and software upgrades and network optimization. The Company will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Company will provide advance notice of all scheduled maintenance.

Demand Maintenance

Demand Maintenance may occur as a result of unexpected events and is used when ISDN-PRI network elements are in jeopardy. The Company will perform this type of maintenance at its discretion. Due to the nature of demand maintenance prior notification may not be possible, however, the customer will be informed when the maintenance has been completed.

- n. One Directory Listing will be provided per D-Channel. Additional Directory Listings are available as specified in Section A6 of this tariff.* (N)  
(N)

3. Definitions

- a. B-Channel - A bi-directional synchronous channel capable of supporting 64 Kbps of digital transmission.
- b. D-Channel - A 64 Kbps digital signaling only channel for call establishment when used with Primary Rate Access.
- c. Primary Rate Access Line – The facility between the serving central office and the customer's premises. Provides transport for up to twenty-four (24) 64 Kbps.
- d. Primary Rate Interface – The central office switching elements that are dedicated to a customer's ISDN-PRI service.
- e. Primary Rate Channels – B-Channels or D-Channels, as defined above.
- f. Rotary Hunt Functionality - A service arrangement which allows calls made to a busy number to be completed to another idle line in that rotary number group.

GENERAL EXCHANGE TARIFF

SPRINT/FLORIDA, INCORPORATED

By: F. B. Poag  
Director

SECTION A29  
First Revised Sheet 24.5  
Cancelling Original Sheet 24.5  
Effective: August 7, 2002

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

4. Features

a. Standard Features

Dynamic Allocation of Bandwidth

Allows **the voice** and data services to share B-Channels and arrange them as a single trunk group. This allows incoming and outgoing voice and data calls to utilize B-Channels on a call by call basis. Without this capability, each service will have a dedicated B-Channel.

(T)  
(T)

Incoming Call Identification (Caller ID)

When provided by the originating carrier's facilities, incoming call identification transmits the telephone number of the calling party to the subscriber via the D-Channel subject to availability. Incoming call identification is provided via the D-Channel associated with the incoming calls on a B-Channel to a PBX.

Clear Channel Capability

The B-Channels on ISDN-PRI are clear, since all signaling and control functions are handled by the D-Channel. This allows all 64 Kbps on each B-Channel to be used for customer information.

Digital Voice Transmission

All voice calls are transmitted using digital signaling.

Direct Inward Dialing (DID) Signaling

Permits incoming dialed calls from the exchange network to reach a specific number served by customer premises equipment (CPE) without the assistance of an attendant. The central office will outpulse digits to the CPE that can further process the calls as desired. The rates and charges for DID telephone numbers are in addition to the ISDN charges and are provided in Section A16 of this tariff.

PBX Station ID Capability

Allows the station user's number (calling party) to be transmitted over the ISDN-PRI D-Channel from Direct Inward Dialing equipped CPE PBXs that use ISDN-PRI. This number is provided by the originating station and must have an associated Direct Inward Dialing telephone number working in the central office.



GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A29

By: F. B. Poag  
Director

First Revised Sheet 24.6  
Cancelling Original Sheet 24.6  
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DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

4. Features (Cont'd)

b. Optional Features

D-Channel Backup

Provides backup for the D-Channel for a customer with multiple PRI lines by automatically switching signaling capability over to another D-Channel if service to the primary D-Channel is interrupted.

Network Ring Again

Enables the customer to complete calls to a busy station without continually redialing. Certain equipment restrictions may apply.

Call-by-Call/Integrated Service Access Feature Capability

Allows the customer to dynamically allocate the use of channels for ISDN-PRI Service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may also choose to subscribe to more services than channels. The Customer Premises Equipment signals the local central office as to which type of service (inward/outward trunk, WATS Lines, 800/866/877/888 Service) to access for each call.

Incoming Call Identification (Caller ID Name and Number)

***Provides the customer with the telephone number and name of the calling party.*** Incoming call identification is provided via the D-Channel associated with incoming calls on a B-Channel to a PBX. The Customer's equipment must be compatible with this service. ***Calling Number Delivery Blocking is available as stipulated in Section 13 of this tariff.***

(D) (T)  
(D) (T)

(N)  
(N)

(M)

(M)

(M) Material previously appearing on this page now appears in Section A29, First Revised Sheet 24.7.

# GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

Section A29  
Original Page 24.6.1

By: F. B. Poag  
Director

Effective: January 28, 2002

## DIGITAL NETWORK SERVICES

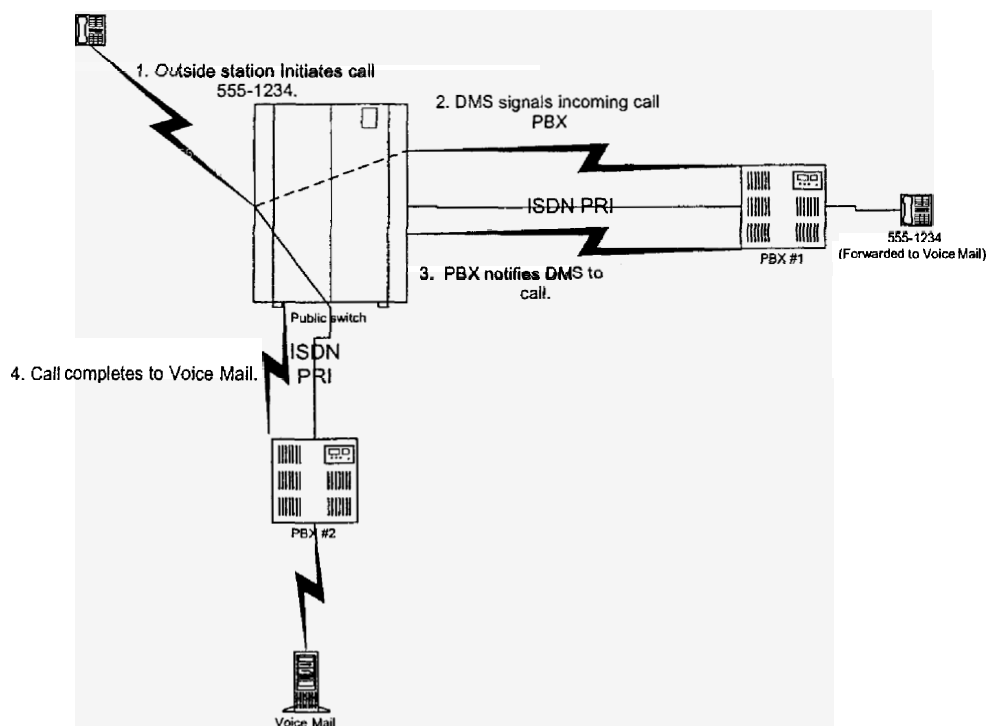
### B. INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE (ISDN-PRI) II (Cont'd)

#### 4. Features (Cont'd)

##### b. Optional Features (Cont'd)

#### 2 B-Channel Transfer

If a call terminates at a given location, but is then forwarded to another location, two trunks between the Central Office and the original device are typically employed for the duration of the forwarded call. 2 B-Channel Transfer allows the central office switch to establish the call directly to the final destination and release the trunks going in and out of the forwarding device. This saves the customer PRI facilities and provides for more efficient use of the network. A common use of 2 B-Channel Transfer is illustrated below.



GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag  
Director

Section A29  
First Revised Page 24.6.2  
Cancelling Original Page 24.6.2  
Effective: May 20, 2003

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK - PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

4. Features (Cont'd)

b. Optional Features (Cont'd)

Circular Hunt

Circular Hunt provides the most efficient hunting sequence available, plus allows for much larger trunk groups than the standard ISDN-PRI packages. With circular hunt, an incoming call is completed to the next available trunk (bearer) in sequence starting from the last trunk selected. This can occur across multiple PRI facilities. The feature can support up to 220 Primary Rate Interfaces in a single hunting configuration. The standard limit is 50.

National ISDN-2 Protocol

National ISDN-2 Protocol is a communication protocol that governs interactions between the customer's equipment and the telephone network. This protocol is more advanced than the standard ISDN-PRI protocol. Most CPE is capable of using the ISDN-2 Protocol.

E911 Call Screening

E911 Call Screening provides for the transmission of PBX or Key System station information via the ISDN-PRI facility to local emergency services authorities. This provides for the possible identification of the specific location on a customer's premises where a 911 call originated. This option is available only in communities where local emergency authorities support the service in conjunction with the Company's Private Switch Automatic Location Identification (PSALI) Service, associated with E911 Service. This service is only available in conjunction with National ISDN-2 Protocol.

***Optional Calling Plan***

***An Optional Calling Plan is available in certain exchanges. The plan is described in Section A3 of this tariff.***

(N)

(N)

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A29

By: F. B. Poag  
Director

Second Revised Sheet 24.7  
Cancelling First Revised Sheet 24.7  
Effective: August 7, 2002

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

5. Service Components

a. The components for ISDN-PRI Service will be as follows:

- Primary Rate Access Line
- Primary Rate Interface
- Primary Rate Channels

1. Primary Rate Access Line - Will provide a four-wire access loop from the customer premises to the serving central office. The transmission via this loop supports Clear Channel Capability.
2. Primary Rate Interface - Provides the multiplexing to support up to twenty-three (23) B-Channels at 64 Kbps and one (1) D-Channel for signaling also at 64 Kbps. When NFAS is ordered, the Primary Rate Interface can provide up to twenty-four B-Channels at 64 Kbps.
3. Primary Rate Channels - Will provide unlimited usage of channels that will allow either voice or data transmission up to 64 Kbps.
  - a. Voice calls may be completed to both ISDN and non-ISDN lines.
  - b. Data Transmission on the B-Channels will **be at** 64 Kbps within the switch and between ISDN-PRI compatible central offices. ISDN-PRI interconnection to non-ISDN-PRI equipped central offices may be potentially subjected to analog transmission or sub-rated to 56 Kbps. (T)
  - c. The customer may choose to subscribe to additional non exchange based services. Initial choices for these services will be WATS and 800/888 Service. The subscription to these services is in addition to the charges for ISDN-PRI Service.

b. With the first ISDN-PRI Primary Rate Access Line the customer is required to purchase 23 B-Channels and an initial D-Channel.

After the initial 23B + D configuration, the customer may choose channels in increments of 12 up to twenty-three B + D or twenty-four B with NFAS, per ISDN-PRI Primary Rate Access Line (facility) to be active with a corresponding number of services (i.e., inward/outward trunks, WATS Lines, 800/866/877/888 Service) selected. The customer may also choose to subscribe to more services than channels. The Customer Premises Equipment signals the local central office as to which type of service (inward/outward trunk, WATS Lines, 800/866/877/888 Service) to access for each call.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A29  
Original Sheet 24.7.1

By: F. B. Poag  
Director

Effective: January 28, 2002

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

(M)

6. Application of Rates

- a. ISDN-PRI Primary Rate Access Lines furnished between a serving central office and the customer-designated premises will be charged at rates per each Primary Rate Access Line.
- b. Nonrecurring charges will not be applicable for the Primary Rate Access Line or interoffice channel facilities when upgrading an existing United TransLink<sup>SM</sup> to an ISDN-PRI Service.
- c. ISDN-PRI Primary Rate Access Line rates, including interoffice channels if applicable, apply in addition to Primary Rate Interface and Primary Rate Channel charges.
- d. If the customer chooses to purchase additional channels after purchasing the original 23B + D configuration, the customer must purchase another Primary Rate Access Line and another Primary Rate Interface as well as the additional channels. Additional channels can be purchased in increments of 12.
- e. Rates and charges for optional features and functions are applied to each Primary Rate Interface for which the option is ordered.

(M)

(M) Material appearing on this sheet previously appeared in Section A29, Original Sheet 24.7

GENERAL EXCHANGE TARIFF

SPRINT/FLORIDA, INCORPORATED

SECTION A29

Third Revised Sheet 24.8

BY: F. B. Poag  
Director

Cancelling Second Revised Sheet 24.8  
Effective: September 20, 2003

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II (Cont'd)

7. Rates and Charges

a. ISDN-PRI Primary Rate Access Line

Primary Rate Access Line is furnished between a serving central office and the customer's designated premises. Primary Rate Access Line charges apply per point of termination.

1. Primary Rate Access Line (Intraexchange)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge First</u>	<u>Nonrecurring Charge Add'l*</u>	
1.544 Mbps				(D)
Month to month**	\$248.00	\$300.00	\$110.00	(D)
12-23 months	202.00	200.00	110.00	
24-35 months	194.00	110.00	0.00	
36-59 months	180.00	0.00	0.00	
60-84 months	152.00	0.00	0.00	(D)

\* Additional facilities must be installed at the same customer designated premises on the same trip and placed on the same service order.

\*\*Minimum Service Period for ISDN-PRI is six months.

2. Primary Rate Access Line (Interexchange)

The rates, charges and regulations applicable to TransLink<sup>®</sup> Service, as defined in Section A21 of this tariff, also apply for interexchange Primary Rate Access Lines.

b. Primary Rate Interface

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
1. Primary Rate Interface One-Way Per ISDN-PRI Primary Rate Access Line (Data only or Voice and Data)			(D)
Month to month	\$136.00	\$230.00	(D)
12-23 months	121.00	130.00	
24-35 months	88.00	20.00	
36-59 months	83.00	0.00	
60-84 months	71.00	0.00	(D)

GENERAL EXCHANGE TARIFF

SPRINT/FLORIDA, INCORPORATED

SECTION A29

Third Revised Sheet 24.9

BY: F. B. Poag  
Director

Cancelling Second Revised Sheet 24.9  
Effective: October 24, 2003

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II (Cont'd)

7. Rates and Charges (Cont'd)

b. Primary Rate Interface (Cont'd)

	<u>S&amp;E Code</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
2. Primary Rate Interface Two-Way Per ISDN-PRI Primary Rate Access Line			
Month to month	FCETPRI(2W1)	\$206.00	\$230.00
12-23 months	FCETPRI(2W2)	181.00	130.00
24-35 months	FCETPRI(2W3)	148.00	20.00
36-59 months	FCETPRI(2W4)	143.00	0.00
60-84 months	FCETPRI(2W5)	121.00	0.00

c. ISDN-PRI Services will be available in combinations of Primary Rate Channels according to the limits of the Company central office type. Customers will choose the most appropriate combination(s) and will be billed for the services as appropriate. The initial configuration must be 23 B-Channels and 1 D-Channel. Additional configurations are outlined in Section A29 B 5.b. of this tariff.

1. B-Channel Charge, each channel

	<u>S&amp;E Code</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Month to month	TIFCLB(BC1)	<b>\$20.00</b> (1)	\$5.00
12-23 months	TIFCLB(BC2)	18.00	5.00
24-35 months	TIFCLB(BC3)	17.00	5.00
36-59 months	TIFCLB(BC4)	15.00	0.00
60-84 months	TIFCLB(BC5)	13.00	0.00

2. Initial D-Channel

	<u>S&amp;E Code</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Month to month	FCEISCD(DC1)	<b>\$20.00</b> (1)	\$5.00
12-23 months	FCEISCD(DC2)	18.00	5.00
24-35 months	FCEISCD(DC3)	17.00	5.00
36-59 months	FCEISCD(DC4)	15.00	0.00
60-84 months	FCEISCD(DC5)	13.00	0.00

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A29

By: F. B. Poag  
Director

Third Revised Sheet 24.10  
Cancelling Second Revised Sheet 24.10  
Effective: September 20, 2003

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

7. Rates and Charges (Cont'd)

d. Optional Features

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
1. D-Channel Backup* each channel	\$ 50.00	\$20.00	(D)
2. Network Ring Again Per Primary Rate Interface** (Available with Two-Way Primary Rate Interface only)	160.00	0.00	(D)
3. Call-by-Call/Integrated Service Access Feature Capability Per Primary Rate Interface (Available with Two-Way Primary Rate Interface only)	50.00	35.00	(D)
4. Incoming Call Identification (Caller ID Name and Number) Per Primary Rate Interface	100.00	0.00	(D)
5. 2 B-Channel Transfer** Per Primary Rate Interface	75.00	100.00	(D)
6. Circular Hunt** Per Primary Rate Interface	25.00	100.00	(D)
7. National ISDN-2 Protocol** Per Primary Rate Interface	0.00	0.00	(D)
8. E911 Call Screening** Per Primary Rate Interface (up to 100 station numbers)	125.00	150.00	(D)

\* Available only to customers subscribing to more than one Primary Rate Interface.

\*\* Certain equipment restrictions apply.



GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A29

By: F. B. Poag  
Director

Fourth Revised Sheet 24.11  
Cancelling Third Revised Sheet 24.11  
Effective: September 20, 2003

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II (Cont'd)

7. Rates and Charges (Cont'd)

	<u>Monthly Nonrecurring</u>		
	<u>Rate</u>	<u>Charge</u>	(D)
e. Optional Feature Packages			
1. Premium Package* Includes National ISDN-2 Protocol**, E911 Call Screening**, Incoming Call Identification (Caller ID Name and Number), Call-by-Call/Integrated Service Access Feature Capability, and 2 B-Channel Transfer** Per Primary Rate Interface	\$195.00	\$285.00	(D)

f. Move Charge

A Move Charge, per ISDN-PRI Primary Rate Access Line, applies for each Primary Rate Access Line moved to a new location in the same building. This Move Charge is equal to the sum of the Primary Rate Access Line nonrecurring charge, Service Change Charge - Inside Moves and Premises Visit Charge specified in Section A29 B.7.g.4.b.

g. Service Connection Charges

1. Service Establishment Charges are applicable for each ISDN-PRI Primary Rate Access Line ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination. The nonrecurring charges associated with service establishment are found in Section A29 B.7.a, b, c.
2. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's termination change at the same premises or transfer of service responsibility request, for processing the necessary data on an existing Primary Rate Access Line. A Service Change Charge is applicable for each Primary Rate Access Line associated with the customer request (in lieu of a Service Establishment Charge).
3. Premises Visit Charges are applicable per Primary Rate Access Line, for the termination of a channel at a customer's premises or for termination change at the same premises. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.

\* Only available for customers subscribing to ISDN Primary Rate Interface Two-Way under a Term Discount Plan.

\*\* Certain equipment restrictions apply.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag  
Director

SECTION A29  
Fifth Revised Sheet 24.12  
Cancelling Fourth Revised Sheet 24.12  
Effective: May 1, 2003

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

7. Rates and Charges (Cont'd)

g. Service Connection Charges (Cont'd)

4. Charges

	Nonrecurring Charges
a. Service Change Charge per Primary Rate Access Line	
1. For termination change at the same premises, physical, per Primary Rate Interface	\$165.00
2. For termination change at the same premises, Programming, per Primary Rate Interface	35.00
b. Premises Visit Charge per Primary Rate Access Line or for an Inside move	125.00

**the ISDN-PRI Service prior to the expiration of the TPD, then a Termination Liability Charge will apply to those services that are disconnected. The Termination Liability Charge will be a one-time charge equal to the sum of 50% of the payments remaining for the rest of the TDP. If Charges Applicable Under Special Conditions were applied to the service being terminated, any termination charges associated with Charges Applicable Under**

2. Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. If Company initiated rate increases to any rate element or combination of rate elements causes the charges for the entire ISDN-PRI service under the TDP to increase by 10% or more annually, then the customer may cancel the TDP without incurring termination liability charges provided that the customer notifies the Company within 30 days after the effective date of the rate increase.

(C)

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A29

By: F. B. Poag  
Director

Second Revised Sheet 24.13  
Cancelling First Revised Sheet 24.13  
Effective: May 1, 2003

DIGITAL NETWORK SERVICES

B. INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI) II  
(Cont'd)

7. Rates and Charges (Cont'd)

h. Termination Liability Charges (Cont'd)

3. The customer can extend TDP commitment periods at any time during the term of the plan, up to a maximum of 84 months. The number of months accrued in the current plan will apply toward the new plan selected.
4. At the end of the TDP service commitment period, the customer may subscribe to a new TDP at the prevailing rates. If the customer does not select a new TDP, the rates will convert to the prevailing month-to-month rates.
5. **Termination Liability Charges will not apply** when a service or rate element under **a (TDP)** arrangement is disconnected prior to the expiration of a selected service period as a result of a change in tariff jurisdiction and/or a customer requested **upgrade** to a next generation service offering **under the following conditions:**

The service period of the new **TDP** for the new service offering is **a period** equal to or exceeding the remaining service period of the disconnected **TDP**, and

The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between **the** installation of the new service **the** disconnection of the existing service, and

The service orders **to install the new service and disconnect the old service** are for the same customer at the same location.

**The Telephone Company will determine whether replacement service qualifies as a next generation service offering.**

**Nonrecurring charges and Service Charges for the new service will apply according to the requirements of the new service.**

(C)

(C)

(C)

(N)

(N)

(D)

(D)

GENERAL EXCHANGE TARIFF

Attachment to POD 44  
General Exchange Tariff  
Section A30 Sheets 17-28

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 17

By: F. B. Poag  
Director

Effective: August 15, 2002

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup>

1. General

- a. ESP Link<sup>SM</sup> is a digital intraexchange service is intended for Enhanced Service Providers (ESPs) for use with Customer Premises Equipment (CPE).
- b. ESP Link<sup>SM</sup> will be available on a digital basis at the network interface on a customer's premises. The customer is required to provide the appropriate multiplexing equipment or interface needed to accommodate the CPE provided by the customer.
- c. ESP Link<sup>SM</sup> provides twenty-four (24) digital channels within a single, channelized DS1/1.544 Mbps circuit available for voice-grade communications, where facilities are available.
- d. To ensure satisfactory operation, the CPE provided by the customer must be compatible with the ESP Link<sup>SM</sup> channel facility provided by the Company.
- e. The regulations for ESP Link<sup>SM</sup> specified herein apply in addition to the regulations set forth in other sections of this tariff.
- f. The rates specified for ESP Link<sup>SM</sup> in A30.C.7 following contemplate the provision of a digital quality facility utilizing existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If equipment, new facilities or changes to existing facilities are required for the provision of this service, then charges as specified in Section A5, Charges Applicable Under Special Conditions, apply in addition to the rates for ESP Link<sup>SM</sup>.
- g. Suspension of service at the customer's request, as defined in Section A2 of this tariff, is not allowed.

2. Regulations

a. Description of Service

- 1) ESP Link<sup>SM</sup> is furnished for the two-way transmission of digital signals at 1.544 Mbps between the serving wire center and the customer's premises located within the same exchange. Calls from the public switched network are terminated to the ESP Link<sup>SM</sup> facility, but the ESP Link<sup>SM</sup> facility is prohibited from originating calls. The Company will provide out pulses as seizures only and will not provide digits. ESP Link<sup>SM</sup> may not be terminated to a Serving Wire Center for the purposes of switched connection to the local exchange and/or long distance (local toll) network.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag  
Director

SECTION A30  
First Revised Sheet 18  
Cancelling Original Sheet 18  
Effective: January 6, 2003

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

2. Regulations

a. Description of Service

- 2) One pilot number will be provided with each ESP Link<sup>SM</sup> Interface, if required. Each additional ESP Link<sup>SM</sup> Interface may have its own pilot number, or may receive overflow traffic from another ESP Link<sup>SM</sup> Interface.
- 3) ESP Link<sup>SM</sup> is not offered in conjunction with the following services:
  - a) Basic Exchange Service (e.g., R1, B1, Key, PBX)
  - b) Feature Groups A, B, C, or D
  - c) Private Line Access Services and facilities, unless otherwise stated in this section
  - d) Foreign Exchange Service on individual channels
- 4) DID Service is not allowed for use with ESP Link<sup>SM</sup>.
- 5) No directory listings will be provided with ESP Link<sup>SM</sup>.
- 6) If a customer requests ESP Link<sup>SM</sup> from an alternative serving central office other than that designated by the Company, then all charges applicable to Foreign Exchange Service, as specified in Section A9 of this tariff, and interoffice mileage charges as specified in Section A21 for TransLink Service will apply in addition to the rates and charges included in this section. ESP Link<sup>SM</sup> is an inbound service only, and cannot be used to place Emergency 911 calls.
- 7) A Channel Service Unit (CSU) or appropriate termination equipment provided by the customer is required at a customer's or authorized user's premises to perform such functions as:
  - a) proper termination of the service
  - b) amplification
  - c) signal shaping
  - d) remote loop-back

(C)

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 19

By: F. B. Poag  
Director

Effective: August 15, 2002

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

2. Regulations (Cont'd)

b. Definitions

- 1) Channel Service Unit (CSU) – The term "Channel Service Unit (CSU)" denotes equipment provided by the customer to terminate a digital facility on the customer's premises.
- 2) DS1 - This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous times, Bipolar Return-to-Zero (BPRZ) bit stream format, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in Technical Reference Publications GR-54 and GR-342.
- 3) Nonrecurring Charge - A one-time charge for the initial installation, the installation of functions and features and service rearrangements.
- 4) Serving Wire Center - The local telephone central office assigned to subscribers in a predetermined geographic area.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 20

By: F. B. Poag  
Director

Effective: August 15, 2002

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

2. Regulations (Cont'd)

c. Connections

- 1) Customer-Provided Terminal Equipment and Customer-Provided Communications Systems may be connected to ESP Link<sup>SM</sup> when such connection is made in accordance with the provisions specified in 2), 3) and 4) following.
- 2) Responsibility of the Company
  - a) The responsibility of the Company shall be limited to the furnishing and maintenance of ESP Link<sup>SM</sup> to a network interface on the customer's premises where provision is made for the connection of local service.
  - b) The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by the customer. ESP Link<sup>SM</sup> is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for ESP Link<sup>SM</sup> and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
    - (1) The through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
    - (2) The reception of signals by such equipment or systems, or
    - (3) Damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.
  - c) The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of ESP Link<sup>SM</sup> render any facilities or equipment provided by a customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 21

By: F. B. Poag  
Director

Effective: August 15, 2002

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

2. Regulations (Cont'd)

c. Connections (Cont'd)

2) Responsibility of the Company (Cont'd)

d) The Company is responsible for maintaining and repairing the facilities it furnishes. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.

e) The ESP Link<sup>SM</sup> Access Line as described following is designed to meet or exceed a performance objective of 99% error-free seconds of transmission per 1000 seconds on a daily basis and 99.9% availability on an annual basis when measured through the digital termination equipment.

f) In order to maintain the quality of ESP Link<sup>SM</sup>, the Company reserves the right to perform preventative maintenance and software updates to the network. The Company has classified maintenance as follows:

(1) Scheduled Maintenance

Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. The Company will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Company will provide advance notice of all scheduled maintenance.

(2) Demand Maintenance

Demand maintenance may occur as a result of unexpected events and is performed when ESP Link<sup>SM</sup> network elements are in jeopardy. The Company will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, the customer will be informed when the maintenance has been completed.

3) Responsibility of the Customer

a) The customer is responsible for installing and testing his customer premises equipment or facilities to insure that when they are connected to ESP Link<sup>SM</sup> such equipment or facilities are operating properly.



GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 22

By: F. B. Poag  
Director

Effective: August 15, 2002

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

2. Regulations (Cont'd)

c. Connections (Cont'd)

3) Responsibility of the Customer (Cont'd)

b) The operating characteristics of the customer premises equipment or facilities shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by a customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice that the equipment provided by a customer is causing or is likely to cause such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

c) The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his customer premises equipment.

4) Connection of Customer-Provided Terminal Equipment and Customer-Provided Communications Systems

a) The following provisions will apply:

(1) Customer-Provided Terminal Equipment and/or Customer-Provided Communications Systems may be connected at the premises of the customer to ESP Link<sup>SM</sup>.

(2) The undertaking of the Company is to furnish ESP Link<sup>SM</sup> as ordered and specified by the customer except as specified in d) following.

## GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 23

By: F. B. Poag  
Director

Effective: August 15, 2002

### DERIVED CHANNEL SERVICES

#### C. ESP Link<sup>SM</sup> (Cont'd)

##### 2. Regulations (Cont'd)

##### c. Connections (Cont'd)

##### 4) Connection of Customer-Provided ... (Cont'd)

##### b) Connection of Channel Service Units

A Channel Service Unit (CSU) or appropriate termination equipment must be provided by the customer to connect a Company-provided digital facility. This equipment must comply with the technical requirements outlined in Part 68 of the FCC Rules and Regulations.

c) The customer shall be responsible for payment of a Trouble Location Charge, as set forth in Section A4 of this tariff, for visits by the Company to the customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

d) The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

e) For maintenance purposes, upon request of the Company, the customer will be responsible for notifying the Company of the type of digital terminating equipment used.

##### 3. Term Discount Plan (TDP)

a. A Term Discount Plan (TDP) provides the customer with discounted rates for ESP Link<sup>SM</sup>. The minimum service period is twelve (12) months. ESP Link<sup>SM</sup> may be ordered under a TDP for fixed periods of 12 - 23 months, 24 - 35 months, 36 - 59 months, and 60 - 84 months. Month-to-month rates in this tariff may apply only after the expiration of a TDP. All rate elements within the same ESP Link<sup>SM</sup> facility must be ordered under the same commitment period and under the same service date. The customer must order the TDP in writing to the Company. A TDP may be ordered in one-month increments, (e.g. a 28-month commitment period or a 37-month commitment period).

b. The customer must specify the length of the initial service period at the time the service is ordered. When a customer converts to a TDP, Nonrecurring Charges do not apply toward facilities in-service at that time. If a customer converts from month-to-month rates to a TDP or upgrades from one TDP to another, Nonrecurring Charges and Service Charges do not apply.

c. At the end of the TDP the customer may subscribe to a new TDP at the prevailing rates set forth in A30.C.7 following. If the customer does not select a new TDP, the rates will convert to the prevailing month-to-month rates.

## GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 24

By: F. B. Poag  
Director

Effective: August 15, 2002

### DERIVED CHANNEL SERVICES

#### C. ESP Link<sup>SM</sup> (Cont'd)

##### 3. Term Discount Plan (TDP) (Cont'd)

- d. Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP. If Company initiated rate increases to any rate element or combination of rate elements causes the charges for the entire ESP Link<sup>SM</sup> under the TDP to increase by 10% or more annually, then the customer may cancel the TDP without incurring termination liability charges provided the customer notifies the Company within 30 days after the effective date of the rate increase.
- e. The customer can extend TDP commitment periods at any time during the term of the plan, up to a maximum of 84 months. The number of remaining months in the original term plan will become part of the total term in the new term plan.

##### 4. Terminations Liability Charges

- a. If a customer under a Term Discount Plan (TDP) disconnects all or a portion of ESP Link<sup>SM</sup> prior to the expiration of the TDP, then a Termination Liability Charge will apply to those services that are disconnected. The Termination Liability Charge will be a one-time charge equal to sum of 50% of the payments remaining for the rest of the TDP.
- b. Customers may move ESP Link<sup>SM</sup> Access Lines and not be subject to Termination Liability Charges providing the terms of the TDP are maintained. If charges as specified in A30.C.1.f. were applied to the service being terminated or moved, any termination or move charges associated with that construction apply, as well as any construction charges at the new location.
- c. Termination Liability Charges will not apply when a service or rate element under a TDP is disconnected prior to the expiration of a selected service period as a result of a change in tariff jurisdiction and/or a customer requested upgrade to a next generation service offering, under the following conditions:
  - 1) The service period of the new TDP for the new service offering is a period equal to or exceeding the remaining service period of the disconnected TDP, and
  - 2) The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old service, and
  - 3) The service orders to install the new service and disconnect the old service are for the same customer at the same location.
- d. The Company will determine whether the replacement service qualifies as a next generation service offering.
- e. Nonrecurring charges and Service Charges for the new service will apply according to the requirements of the new service.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 25

By: F. B. Poag  
Director

Effective: August 15, 2002

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

5. Rate Categories

There are three rate categories which apply to ESP Link<sup>SM</sup>:

- ESP Link<sup>SM</sup> Access Line
- ESP Link<sup>SM</sup> Interface
- ESP Link<sup>SM</sup> Channels

a. ESP Link<sup>SM</sup> Access Line

The ESP Link<sup>SM</sup> Access Line rate category provides for the communications path between a customer designated premises and the Serving Wire Center. Included as part of the ESP Link<sup>SM</sup> Access Line is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the service is to be connected at the point of termination (POT) and the type of signaling capability if any. The signaling capability itself is provided as a part of this rate category. One ESP Link<sup>SM</sup> Access Line charge applies per ESP Link<sup>SM</sup> facility. The charge applicable to the ESP Link<sup>SM</sup> Access Line is set forth in A30.C.7a. following.

b. ESP Link<sup>SM</sup> Interface

The ESP Link<sup>SM</sup> Interface rate category provides for the central office multiplexing to support twenty-four (24) channels at 56 Kbps with required signaling as necessary for trunking functionality. The charge applicable to the ESP Link<sup>SM</sup> Interface are set forth in A30.C.7b. following

c. ESP Link<sup>SM</sup> Channels

The ESP Link<sup>SM</sup> Channels rate category provides unlimited usage of a network channel that will allow digital transmission up to 56 Kbps. Twenty-four (24) ESP Link<sup>SM</sup> Channels are required per ESP Link<sup>SM</sup> Interface. The charge applicable to ESP Link<sup>SM</sup> Channels is set forth in A30.C.7c. following.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30

By: F. B. Poag  
Director

First Revised Sheet 26  
Cancelling Original Sheet 26  
Effective: March 1, 2003

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

6. Applications of Rates

- a. ESP Link<sup>SM</sup> is furnished between the normal Serving Wire Center and the customer's premises. At a minimum, each ESP Link<sup>SM</sup> facility is comprised of one ESP Link<sup>SM</sup> Access Line, one ESP Link<sup>SM</sup> Interface, and twenty-four (24) ESP Link<sup>SM</sup> Channels.
- b. A LightLink<sup>®</sup> Local Channel Termination may be employed as a substitute for the ESP Link<sup>SM</sup> Access Line, provided that the Local Channel Termination meets the required technical standards necessary to support ESP Link<sup>SM</sup>. In such cases, there will be no charge for the ESP Link<sup>SM</sup> Access Line.
- c. The ESP Link<sup>SM</sup> Interface is provided at the Serving Wire Center. One ESP Link<sup>SM</sup> Interface charge applies per ESP Link<sup>SM</sup> facility.
- d. When ESP Link<sup>SM</sup> is extended from an alternative central office, all charges applicable to Foreign Exchange Service and TransLink Service interoffice mileage apply in addition to the rates and charges included in this section.
- e. Twenty-four (24) ESP Link<sup>SM</sup> Channels apply per ESP Link<sup>SM</sup> Interface.
- f. ESP Link<sup>SM</sup> Channels receive the same local calling area as any other form of basic local exchange service.
- g. The Federal Subscriber Line Charge and the Presubscribed Interexchange Carrier Charge (PICC) apply at a ratio of five (5) per ESP Link<sup>SM</sup> Interface, as well as other federal monthly end user charges as described in Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 4 (e.g., Local Number Portability (LNP), and Federal Universal Service Fund (USF).
- h. All federal, state, and local surcharges apply per ESP Link<sup>SM</sup> Channel, including, but not limited to, 9-1-1 surcharges and Telecommunications Relay Service (TRS) surcharges.
- i. Services such as Custom Calling Features, ExpressTouch<sup>®</sup> **Service, etc.**, as specified in Section A13 of this tariff, are not available in conjunction with ESP Link<sup>SM</sup>. (D)  
(D)
- k. Rotary Hunt functionality is inherent to ESP Link<sup>SM</sup> Service.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30

By: F. B. Poag  
Director

Second Revised Sheet 27  
Cancelling First Revised Sheet 27  
Effective: September 20, 2003

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

7. Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge Initial</u>	<u>Nonrecurring Charge Additional</u>	<u>Nonrecurring Charge Rearrangement</u>	(D)
a. ESP Link <sup>SM</sup> Access Line					
Month to Month <sup>1</sup>	\$165.00	N/A	N/A	\$125.00	(D)
12 - 23 Months	145.00	\$200.00	\$100.00	125.00	
24 - 35 Months	125.00	110.00	100.00	125.00	
36 - 59 Months	115.00	0.00	0.00	125.00	
60 - 84 Months	105.00	0.00	0.00	125.00	(D)
b. ESP Link <sup>SM</sup> Interface					
Month to Month <sup>1</sup>	\$184.00	N/A	N/A	\$100.00	(D)
12 - 23 Months	179.00	\$125.00	\$125.00	100.00	
24 - 35 Months	164.00	25.00	25.00	100.00	
36 - 59 Months	154.00	0.00	0.00	100.00	
60 - 84 Months	129.00	0.00	0.00	100.00	(D)
c. ESP Link <sup>SM</sup> Channels, each channel (24 required per ESP Link <sup>SM</sup> Interface)					
Month to Month <sup>1</sup>	\$14.00	N/A	N/A	\$5.00	(D)
12 - 23 Months	13.00	\$ 2.00	\$ 2.00	5.00	
24 - 35 Months	12.00	1.00	1.00	5.00	
36 - 59 Months	11.00	0.00	0.00	5.00	
60 - 84 Months	10.00	0.00	0.00	5.00	(D)

<sup>1</sup>Month-to-month rates are available only after the expiration of one of the Term Discount Plans.

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A30  
Original Sheet 28

By: F. B. Poag  
Director

Effective: August 15, 2002

DERIVED CHANNEL SERVICES

C. ESP Link<sup>SM</sup> (Cont'd)

7. Rates and Charges (Cont'd)

d. Nonrecurring Charge

The Initial Nonrecurring Charge is applicable for the initial installation of a ESP Link<sup>SM</sup> Access Line, ESP Link<sup>SM</sup> Interface and ESP Link<sup>SM</sup> Channels to a given Serving Wire Center. The Additional Nonrecurring Charge is applicable for each additional ESP Link<sup>SM</sup> Access Line, ESP Link<sup>SM</sup> Interface and associated ESP Link<sup>SM</sup> Channels installed at the same location, the same time, under the same order, and with the same due date. The Rearrangement Nonrecurring Charge is applicable for any rearrangement of an existing ESP Link<sup>SM</sup> Access Line, ESP Link<sup>SM</sup> Interface, and ESP Link<sup>SM</sup> Channels.

e. Move Charges

A Move Charge applies for ESP Link<sup>SM</sup> Access Lines moved to a new location, even when moved on the same premises. The Move Charge is equal to the ESP Link<sup>SM</sup> Access Line Initial Nonrecurring Charge and applies in addition to the Primary Service Order Charge located in Section A4 of this tariff.

f. Service Charges

A Primary Service Order Charge as set forth in Section A4 of this tariff is applicable per customer request. Nonrecurring Charges specified in this tariff section are in lieu of all other Service Charges.

SPRINT LOCAL TELEPHONE COMPANIES

TARIFF F.C.C. NO. 3

Original Page 7-7

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(C) Optional Features and Functions

Optional Features and Functions may be added to a Special Access service to improve its quality or utility to meet the Customer's specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combination of equipment. Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Conditioning
- Automatic Protection Switching
- Bridging
- NetPoint (ISDN PRI Functionality)

Descriptions for each of the available Optional Features and Functions are set forth in 7.2 following.



ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.8 High Capacity Service (Cont'd)

(D) Optional Features and Functions (Cont'd)

(8) NetPoint<sup>SM</sup>

(a) General Description

NetPoint<sup>SM</sup> is an Integrated Service Digital Network-Primary Rate Interface (ISDN-PRI) standardized access product offering supported by the ISDN architecture which provides for the integration of multiple transmission channels on the same line.

(C)(x)

NetPoint<sup>SM</sup> shall not be used for voice calls when, at the originating end of the call, either dial pulse or dual tone multi-frequency dialing is used to call telephone numbers assigned in accordance with the North American Numbering Plan and associated international agreements.

(N)(x)

(N)(x)

Customers may order NetPoint<sup>SM</sup> as one of the following options:

NetPoint<sup>SM</sup>1 (1-way) - provides only inbound (from the Telephone Company to the customer) termination for data traffic.

(C)(x)

(C)(x)

- (x) Customers subscribing to NetPoint prior to August 2, 2003 may continue the existing arrangement for up to 90 days; and may elect to discontinue NetPoint, the DS1 high capacity facility on which it is provided, and any associated optional features, without termination liability within 90 days of the effective date of the NetPoint revisions filed under Transmittal No. 227.

Certain material omitted from this page now appears on Original Page 7-61.1.

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6450 Sprint Parkway  
Overland Park, Kansas 66251

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.8 High Capacity Service (Cont'd)

(D) Optional Features and Functions (Cont'd)

(8) NetPoint<sup>SM</sup> (Cont'd)

(a) General Description (Cont'd)

NetPoint<sup>SM2</sup> (2-way) - provides for 2-way originating and terminating data traffic. NetPoint<sup>SM2</sup> may be used to originate voice calls (from the customer to the Telephone Company), provided that such calls originate from a computer or similarly functioning device and must undergo a net protocol conversion prior to completion to a telephone number assigned in accordance with the North American Numbering Plan and associated international agreements.

The basic configuration for NetPoint<sup>SM</sup> is twenty-three (23) 64 kbps B-channels and one (1) 64 kbps D-Channel for a total transmission rate of 1.544 Mbps.

NetPoint<sup>SM</sup> provides an industry standard digital connection which offers customers access to a variety of network services and features.

- (x) Customers subscribing to NetPoint prior to August 2, 2003 may continue the existing arrangement for up to 90 days; and may elect to discontinue NetPoint, the DS1 high capacity facility on which it is provided, and any associated optional features, without termination liability within 90 days of the effective date of the NetPoint revisions filed under Transmittal No. 227.

Certain material found on this page formerly appeared on 1st Revised Page 7-61.

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6450 Sprint Parkway  
Overland Park, Kansas 66251  
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(N)(x)  
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(M)(x)  
(M)(x)  
(C)(x)

## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.8 High Capacity Service (Cont'd)(D) Optional Features and Functions (Cont'd)(8) NetPoint<sup>sm</sup> (Cont'd)(b) NetPoint<sup>sm</sup> Features

The following features are provided with NetPoint<sup>sm</sup> at no additional charge to the customer:

1. Incoming Call Identification (Caller ID)

Caller ID provides the customer with the telephone number of the calling party and is intended solely for the use of the NetPoint<sup>sm</sup> service subscriber.

2. Direct Inward Dialing (DID)

DID provides for unique identification of the calling party. The DID feature must be ordered if the Caller ID has been requested.

3. D-Channel Control of Multiple NetPoint<sup>sm</sup> Arrangements

D-Channel Control permits a single D-Channel to provide signaling and control for 23 up to 95 B-Channels. Activation of this feature allows up to 3 signaling channels to be used for additional data transport (B-Channels).

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November 15, 2000

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6360 Sprint Parkway  
Overland Park, Kansas 66251

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November 16, 2000

## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.8 High Capacity Service (Cont'd)(D) Optional Features and Functions (Cont'd)(8) NetPoint<sup>sm</sup> (Cont'd)(b) NetPoint<sup>sm</sup> Features (Cont'd)4. Clear Channel Capability

Clear Channel Capability provides Bipolar with 8 Zero Substitution (B8ZS) line code on NetPoint<sup>sm</sup> service arrangements, as described in 7.2.8(D)(3) preceding. The B-channels on NetPoint<sup>sm</sup> are clear of the signaling and control functions handled on the D-channel. This allows all 64 kbps on each B-channel to be used for customer information.

5. Extended Superframe Format (ESF)

ESF, as described in 7.2.8(D)(7) preceding, extends the customer's 1.544 Mbps framing structure from 12 to 24 frames and divides the 8 kbps 193rd bit position pattern into three distinct functionalities: 2 kbps for frame synchronization, 2 kbps for cyclic redundancy checking and 4 kbps used primarily for performance monitoring information.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.8 High Capacity Service (Cont'd)(D) Optional Features and Functions (Cont'd)(8) NetPoint<sup>SM</sup> (Cont'd)(b) NetPoint<sup>SM</sup> Features (Cont'd)

At the customer's option, NetPoint<sup>SM</sup> may also be provisioned with the Enhanced Hunt Group (EHG) feature at the rates set forth in 7.5.8(C)(14)(c) following. (T)

The EHG feature allows customers to utilize the full capacity of a NetPoint<sup>SM</sup> service arrangement through circular hunting capability. The EHG feature is generally available in Telephone Company wire centers equipped with ISDN-PRI functionality, and provides customers greater flexibility in sizing and managing their networks.

When a customer orders NetPoint<sup>SM</sup> with the EHG feature, the customer and the Telephone Company will work cooperatively to plan, engineer, provision and manage the EHG feature. The monthly recurring rates for the EHG feature are in addition to all applicable recurring rates and nonrecurring charges for a DS1 channel equipped with NetPoint<sup>SM</sup>. When EHG is requested coincident with the customer's initial NetPoint<sup>SM</sup> order, no additional nonrecurring charges will be assessed for the installation of EHG. When EHG is added subsequent to the customer's initial NetPoint<sup>SM</sup> order, the nonrecurring charge associated with a DS1 service rearrangement will apply.

ISSUE DATE:  
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6450 Sprint Parkway  
Overland Park, Kansas 66251

EFFECTIVE DATE:  
December 28, 2002

## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.8 High Capacity Service (Cont'd)(D) Optional Features and Functions (Cont'd)(8) NetPoint<sup>sm</sup> (Cont'd)(c) Regulations

NetPoint<sup>sm</sup> will be provided on DS1 high capacity facilities for connection to other access services provided by the Telephone Company, and may not be terminated to a PBX or other customer premises equipment (CPE) of the customer. The customer is responsible for ordering the DS1 service at the same time NetPoint<sup>sm</sup> is ordered. At the customer's option, existing DS1 high capacity facilities may be upgraded to include NetPoint<sup>sm</sup>. NetPoint<sup>sm</sup> requires the full 1.544 Mbps of the DS1 facility and cannot be allocated to fractions of the DS1 facility.

(C)(x)

NetPoint<sup>sm</sup> is available in central offices suitably equipped with ISDN capability as identified in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. If the central office serving the customer is not equipped for ISDN, the Telephone Company will provide NetPoint<sup>sm</sup> from an alternate serving wire center which is ISDN capable at no additional charge to the customer.

- (x) Customers subscribing to NetPoint prior to August 2, 2003 may continue the existing arrangement for up to 90 days; and may elect to discontinue NetPoint, the DS1 high capacity facility on which it is provided, and any associated optional features, without termination liability within 90 days of the effective date of the NetPoint revisions filed under Transmittal No. 227.

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6450 Sprint Parkway  
Overland Park, Kansas 66251

EFFECTIVE DATE:  
August 2, 2003

## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.8 High Capacity Service (Cont'd)(D) Optional Features and Functions (Cont'd)(8) NetPoint<sup>sm</sup> (Cont'd)(c) Regulations (Cont'd)

In order to maintain the quality of NetPoint<sup>sm</sup> service, the Telephone Company reserves the right to perform preventative and/or routine maintenance and software upgrades to the network. The Telephone Company will perform any required maintenance or software upgrades in a maintenance window that is anticipated to minimize disruption of customer service and activity. The Telephone Company will provide advance notice of all scheduled maintenance.

When the Telephone Company is required to perform maintenance to the network as a result of unexpected events, prior notification may not be possible. However, the customer will be notified upon completion of the required maintenance.

No credit allowance for NetPoint<sup>sm</sup> charges will be provided for interruptions required to perform the maintenance or software upgrades.

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6360 Sprint Parkway  
Overland Park, Kansas 66251

EFFECTIVE DATE:  
November 16, 2000

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.8 High Capacity Service (Cont'd)

(D) Optional Features and Functions (Cont'd)

(8) NetPoint<sup>sm</sup> (Cont'd)

(d) Application of Rates

For each NetPoint<sup>sm</sup> service, a monthly recurring rate and nonrecurring charge will apply. The NetPoint<sup>sm</sup> rates are in addition to applicable recurring rates and nonrecurring charges for the DS1 (1.544 Mbps) channel to be equipped with NetPoint<sup>sm</sup>.

Nonrecurring charges will not apply when NetPoint<sup>sm</sup> is ordered on a DS1 channel termination committed to a term discount plan (TDP) in accordance with Sections 7.4.11 and 7.4.16 following, or when a customer upgrades existing ISDN-PRI provided under a General or Local exchange tariff to a DS1 equipped with NetPoint<sup>sm</sup>.

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November 16, 2000



ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.8 High Capacity Service (Cont'd)

(D) Optional Features and Functions (Cont'd)

The following table shows the technical specifications packages with which the optional features and functions are available.

	Available with Technical Specifications Package HC-		
	<u>0</u>	<u>1</u>	<u>3</u>
Automatic Loop Transfer		X	
Central Office Multiplexing:			
DS3 to DS1			X
DS1 to Voice		X	
DS1 to DS0		X	
Clear Channel Capability		X	X
Digital Cross Connect Multiplexer Access Service Connection	X	X	X
Extended Superframe Format		X	
NetPoint		X	

(D)

ISSUE DATE:  
 February 16, 2001

Issued Under Transmittal No. 143  
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 Overland Park, Kansas 66251

EFFECTIVE DATE:  
 March 3, 2001

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.8 High Capacity Service (Cont'd)

(C) Optional Features and Functions (Cont'd)

(14) NetPoint<sup>SM</sup> (T)

(a) NetPoint<sup>SM1</sup>

- per DS1 connection

	<u>Monthly Rates</u>	<u>Nonrecurring Charges*</u>
Florida	\$347.00	\$220.00
Indiana#	\$303.00	\$220.00
Kansas	\$356.00	\$250.00
Minnesota	\$356.00	\$250.00
Missouri#	\$356.00	\$250.00
Nebraska	\$356.00	\$250.00
New Jersey	\$374.00	\$300.00
North Carolina	\$417.00	\$250.00
Ohio	\$345.00	\$220.00
Oregon	\$458.00	\$220.00
Pennsylvania	\$374.00	\$300.00
South Carolina	\$391.00	\$220.00
Tennessee	\$391.00	\$220.00
Texas	\$356.00	\$250.00
Virginia	\$391.00	\$220.00
Washington	\$458.00	\$220.00
Wyoming	\$356.00	\$250.00

# See Section 1.3 preceding.

\* Nonrecurring charges will not apply when NetPoint<sup>SM</sup> is ordered on a DS1 channel termination committed to a term discount plan (TDP) or premier term discount plan (PTDP) in accordance with Sections 7.4.11 and 7.4.16 preceding, or when a customer upgrades existing ISDN-PRI provided under a General or Local exchange tariff to a DS1 equipped with NetPoint<sup>SM</sup>.

ISSUE DATE: December 13, 2002	Issued Under Transmittal No. 209 Vice President-Regulatory Affairs 6450 Sprint Parkway Overland Park, Kansas 66251	EFFECTIVE DATE: December 28, 2002
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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.8 High Capacity Service (Cont'd)

(C) Optional Features and Functions (Cont'd)

(14) NetPoint<sup>SM</sup> (Cont'd) (T)

(b) NetPoint<sup>SM2</sup>

- per DS1 connection

	<u>Monthly Rates</u>	<u>Nonrecurring Charges*</u>
Florida	\$374.00	\$220.00
Indiana#	\$382.00	\$220.00
Kansas	\$426.00	\$250.00
Minnesota	\$426.00	\$250.00
Missouri#	\$426.00	\$250.00
Nebraska	\$426.00	\$250.00
New Jersey	\$439.00	\$300.00
North Carolina	\$485.00	\$250.00
Ohio	\$398.00	\$220.00
Oregon	\$547.00	\$220.00
Pennsylvania	\$439.00	\$300.00
South Carolina	\$449.00	\$220.00
Tennessee	\$449.00	\$220.00
Texas	\$426.00	\$250.00
Virginia	\$449.00	\$220.00
Washington	\$547.00	\$220.00
Wyoming	\$426.00	\$250.00

# See Section 1.3 preceding.

\* Nonrecurring charges will not apply when NetPoint<sup>SM</sup> is ordered on a DS1 channel termination committed to a term discount plan (TDP) or premier term discount plan (PTDP) in accordance with Sections 7.4.11 and 7.4.16 preceding, or when a customer upgrades existing ISDN-PRI provided under a General or Local exchange tariff to a DS1 equipped with NetPoint<sup>SM</sup>.

ISSUE DATE: December 13, 2002	Issued Under Transmittal No. 209 Vice President-Regulatory Affairs 6450 Sprint Parkway Overland Park, Kansas 66251	EFFECTIVE DATE: December 28, 2002
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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.8 High Capacity Service (Cont'd)

(C) Optional Features and Functions (Cont'd)

(14) NetPoint<sup>SM</sup> (Cont'd) (T)

(c) Enhanced Hunt Group

- per Netpoint<sup>SM</sup> DS1

	<u>Monthly Rates</u>
Florida	\$20.00
Indiana#	\$20.00
Kansas	\$20.00
Minnesota	\$20.00
Missouri#	\$20.00
Nebraska	\$20.00
New Jersey	\$20.00
North Carolina	\$20.00
Ohio	\$20.00
Oregon	\$20.00
Pennsylvania	\$20.00
South Carolina	\$20.00
Tennessee	\$20.00
Texas	\$20.00
Virginia	\$20.00
Washington	\$20.00
Wyoming	\$20.00

# See Section 1.3 preceding.

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 Vice President-Regulatory Affairs  
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 December 28, 2002

Central Office Code (NXX) Assignment Guidelines

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**Alliance for  
Telecommunications  
Industry Solutions**

*Sponsor of*



**Industry Numbering  
Committee**

**CENTRAL OFFICE CODE (NXX)  
ASSIGNMENT GUIDELINES**

**1200 G Street NW  
Suite 500  
Washington DC 20005  
[www.atis.org](http://www.atis.org)**

**These guidelines are reissued with the  
resolution of INC Issue 462.**

Central Office Code (NXX) Assignment Guidelines

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For ordering information, please contact:

ATIS  
1200 G Street N.W., Suite 500  
Washington, DC 20005  
(202) 628-6380  
[inc@atis.org](mailto:inc@atis.org)

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## **Preface**

The Industry Numbering Committee (INC) provides a forum for customers and providers in the telecommunications industry to identify, discuss, and resolve national issues that affect numbering. The INC is responsible for identifying and incorporating the necessary changes into this document. All changes to this document shall be made through the INC issue resolution process and adopted by the INC as set forth in the *ATIS Operating Procedures*.

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**Appendix A: Example of Pre-Planning Checklist**

**Appendix B: Months to Exhaust Certification Worksheet – TN Level**

**Appendix C: Procedures for Code Holder/LERG Assignee Exit**

**Appendix D: Timelines**

**Appendix F: Extraordinary NPA-Specific Alternatives**

**\* Note: Previous Appendices E, G, and H have been deleted.**

### Central Office Code (NXX) Assignment Request and Confirmation Forms

**Part 1 - Request for NXX Code Assignment**

**Part 2 - Routing and Rating Information (Forms 1-8)**

**Part 3 - Administrator's Response/Confirmation**

**Part 4 - Confirmation of CO Code in Service**

**Part 4 PA - Confirmation of Code In Service (Submitted by the Pooling Administrator)**

**\* Note: Previous Part 2, Forms 3, 4 and 5 have been deleted.**



## 1.0 Purpose and Scope of This Document

This document specifies guidelines for the assignment of central office codes (also referred to as CO codes in this document). The term CO code or NXX refers to sub-NPA destination codes for addressing. Sub-NPA refers to digits D-E-F of a 10-digit NANP Area address, e.g., 740 is the CO code (NXX) in (201) 740-1111. Examples of uses for CO codes (NXX) for which these guidelines apply include plain old telephone service (POTS), Centrex, Direct Inward Dialing (DID), Commercial Mobile Radio Service (CMRS), data lines, facsimile, coin phones, and customer owned pay phones. While these guidelines were developed at the direction of the FCC,<sup>1</sup> they do not supersede controlling appropriate NANP Area governmental or regulatory principles, guidelines and requirements. These industry consensus guidelines are expected to apply throughout the NANP Area subject to guidelines and constraints of the NANP Area administrations unless the affected administrations direct otherwise.<sup>2</sup>

These guidelines apply only to the assignment of CO codes (NXX) within geographic numbering plan areas (NPAs). This does not preclude a future effort to address non-geographic NPAs in the same guidelines.<sup>3</sup> CO codes (NXXs) are assigned for use at a Switching Entity or Point of Interconnection they own or control. Entities assigned CO Codes are termed "code holders" in areas where thousands-block number pooling has not been implemented or for those entities that are not participating in thousands-block number pooling. Where thousands-block number pooling has been implemented, an entity assigned a CO Code is designated as the "LERG<sup>4</sup> Assignee." While the ultimate delivery of any call to a CO code (NXX) need not be geographically identified, by necessity initial routing is geographically defined. Therefore, for assignment and routing purposes, the CO code (NXX) is normally associated with a specific geographic location within an NPA, from which it is assigned. For some companies this is also used for billing purposes.

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<sup>1</sup> This effort has been undertaken at the direction of the Federal Communications Commission (FCC), in a letter to NANPA dated June 21, 1991, in an attempt to develop procedures that can be applied uniformly while using a finite numbering resource in the most efficient and effective manner possible and subsequently changed per FCC 00-104 and FCC 00-429.

<sup>2</sup> The Canadian Radio-television and Telecommunications Commission (CRTC) has approved the Canadian Central Office Code (NXX) Assignment Guidelines for the administration of Central Office Codes within Canadian Numbering Plan Areas (NPAs) by the Canadian Numbering Administrator (CNA). See [www.cnac.ca](http://www.cnac.ca).

<sup>3</sup> Separate procedures apply to the assignment of NXX codes within currently assigned Service Access Codes (SACs), and others will be developed, as appropriate, as new SACs are assigned by NANPA. For example, NXX assignment guidelines for the 900 SACs are available. Separate guidelines also will be prepared to address the assignment of numbering resources reserved for non-geographic applications.

<sup>4</sup> LERG in the phrase "LERG Assignee" used in this document refers to the Telcordia™ LERG™ Routing Guide, Telcordia and LERG Routing Guides are trademarks of Telcordia Technologies, Inc.

## 2.0 Assumptions and Constraints

The development<sup>5</sup> of the assignment guidelines includes the following assumptions and constraints.

- 2.1 NANP resources, including those covered in these guidelines, are collectively managed by the North American Telecommunications industry with oversight of the North American regulatory authorities. The NANP is the basic numbering scheme for the public switched telecommunications networks in the nineteen countries that are participants in the North American Numbering Plan. NANP resources are used to route calls to subscriber terminals, and may be included in the call record for the purpose of rating calls.

The NANP resources are considered a public resource and are not owned by the assignees. Consequently, the resources cannot be sold, brokered, bartered, or leased by the assignee for a fee or other consideration. Transfer of code(s) due to merger/acquisition is permitted.

If a resource is sold, brokered, bartered, or leased for a fee, the resource is subject to reclamation.<sup>6</sup> Unused numbers may also be subject to reclamation<sup>7</sup> for reassignment to other carriers.

- 2.2 NANP numbering resources shall be assigned to permit the most effective and efficient use of a finite numbering resource in order to prevent premature exhaust of the NANP and delay the need to develop and implement costly new numbering plans. Efficient resource management and code conservation are necessary due to the industry impacts of expanding the numbering resource (e.g., expansion from 10 to 11 digits). Impacts to the industry include:
- Customer impacts (e.g., dialing, changes to advertising and stationery, etc.)
  - Customer Premise Equipment (CPE) modifications
  - Domestic and international switching hardware and software modifications
  - Operational support systems modifications

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<sup>5</sup> At present, various procedures are employed to recover costs associated with the assignment and implementation of codes. The treatment of these or any future costs associated with CO code assignments is not addressed in these guidelines.

<sup>6</sup> Supported by the NANC in letter dated 7/30/97 from the NANC Chairman to the INC Moderator.

<sup>7</sup> FCC 00-104, ¶ 5.

Central Office Code (NXX) Assignment Guidelines

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- Reprogramming of non-telecommunications databases that contain telephone numbers.
- 2.3 These guidelines treat the assignment of central office codes (NXX), including submission of new assignments for inclusion in the Telcordia™ Business Integrated Routing and Rating Database System (BIRRDs) and LIDB Access Support System (LASS) so that notification to the industry can take place through BIRRDs outputs. Examples of these outputs are the Telcordia™ LERG™ Routing Guide, the Telcordia™ NPA/NXX Activity Guide (NNAG), the Telcordia™ TPM™ Data Source and the Telcordia™ NPA/NXX Vertical and Horizontal Coordinates Data (VHCD), and LASS outputs such as the Telcordia™ LIDB Access Routing Guide (LARG). Implementation of these assignments is beyond the scope of these guidelines<sup>8</sup>.
- 2.4 If regulatory certification is required, the applicant must be able to demonstrate that regulatory authorization has been obtained for the area where the code is to be utilized.
- 2.5 The guidelines should provide the greatest latitude in the provision of telecommunications services while effectively managing a finite resource.
- 2.6 These assignment guidelines also apply to an environment where number portability and/or number pooling have been implemented.
- 2.7 These guidelines do not address the issue of who will fulfill the role of CO Code Administrator(s) or Pooling Administrator(s) (PA). The guidelines described herein were developed by the industry without any assumption on who should be the CO Code Administrator(s) or Pooling Administrator(s).<sup>9</sup>
- 2.8 These assignment guidelines were prepared by the industry to be followed on a voluntary basis. However, FCC 00-104 - *Report and Order and Further Notice of Proposed Rule Making*, released March 31, 2000 and FCC 00-429 - *Second Report and Order, Order on Reconsideration* contain "Rules" associated with CO/NXX number administration which have been incorporated and are referenced by a footnote in the format "FCC 00-104 . . ." or "FCC 00- 429". Should the "Rules" change, the associated text in the guidelines and references would change accordingly.
- 2.9 Administrative assignment of the CO code (NXX) public resource to a code holder/LENG assignee does not imply ownership of the resource by Code Administrator, nor does it imply ownership by the code holder/ LENG assignee to which it is assigned.

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<sup>8</sup> TPM Data Source is a trademark of Telcordia Technologies, Inc.

<sup>9</sup> A list of the current Code Administrator(s) is available upon request from NANPA (See Section 10).

Central Office Code (NXX) Assignment Guidelines

- 2.10 SPs and numbering resource administrators are responsible for managing numbering resources in accordance with these guidelines and the orders of applicable regulatory authorities. Both SPs and numbering resource administrators are subject to audits. Further information may be found in FCC 00-104 ¶¶62, FCC 00-429 ¶¶81-99, and 47 CFR § 52.15(k).
- 2.11 **Audits of the CO Code Administrator(s), the Pooling Administrator(s), and code applicants/holders** may be performed to: 1) ensure uniformity in application of these guidelines by a CO Code Administrator to all code requests received, 2) ensure compliance with these guidelines by code applicants/holders and CO Code Administrator, and 3) ensure the efficient and effective use of numbering resources by code applicants/holders and the efficient management of numbering resources by CO Code Administrator.
- 2.12 An applicant is not required to provide any additional explanation or justification of items that he/she has certified. However, certification alone may not provide the CO Code Administrator(s) with sufficient information upon which to make a decision regarding code assignment, and additional dialog and written documentation may be required. The CO Code Administrator(s) is still obligated to reply within 10 business days. Service providers participating in number pooling shall apply to the PA for all numbering resources; i.e., thousands-blocks and full NXX codes. In addition, SPs participating in number pooling must submit changes or disconnects for pooled NXXs to the PA. Changes or disconnects for non-pooled NXXs in a pooling rate area should be sent to NANPA, unless the PA received the original request for the non-pooled NXX.
- 2.13 State commissions have access to service providers' applications for numbering resources. State commissions should request copies of such applications from the service providers operating within their states, and service providers must comply with state commission requests for copies of numbering resource applications. Carriers that fail to comply with a state commission request for numbering resource application materials shall be denied numbering resources.<sup>10</sup>
- 2.14 It is assumed from a wireline perspective that CO codes/blocks allocated to a wireline service provider are to be utilized to provide service to a customer's premise physically located in the same rate center that the CO codes/blocks are assigned. Exceptions exist, for example tariffed services such as foreign exchange service.

### 3.0 Assignment Principles

The following assignment principles apply to all aspects of the CO code (NXX) Guidelines:

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<sup>10</sup> FCC 01-362, § 52.15 (g)(5).

Central Office Code (NXX) Assignment Guidelines

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3.1 CO codes (NXXs) are assigned to entities for use at a Switching Entity or Point of Interconnection they own or control. Where thousands-block number pooling has been implemented, an entity assigned a CO Code is designated as the "LERG Assignee." An entire NXX code dedicated for a single customer's use may be classified as a non-pooled code at the discretion of the SP. The SP will be considered the CO Code Holder by leaving the pooling indicator field blank in Section 1.5 of the CO Code Part 1. In addition, the SP should write "Non-pooled code for dedicated customer" in Section 1.7 of the Part 1.

If this option is selected, the SP is reminded that a portability indicator may be required. The NXX code dedicated for a single customer's use will become a pooled code if and when thousands-blocks from the NXX code are donated to the pool. Central office codes (NXX), as part of NANP telephone numbers, are to be assigned only to identify initial destination addresses in the public switched telephone network (PSTN), not addresses within private networks.

- 3.2 Central office codes (NXX) are a finite resource that should be used in the most effective and efficient manner possible. All applicants will be required to provide a completed Part 1 form and, for additional codes, quantitative support to demonstrate compliance with these guidelines. The quantitative information required for an additional code request is the "CO Code Assignment Months to Exhaust Certification Worksheet - TN Level" (Appendix B) or "Thousands-Block Number Pooling Months To Exhaust Certification Worksheet – 1000-Block Level" [Thousands-Block Number (NXX-X) Pooling Administration Guidelines, Appendix 4]. The applicant should retain a copy in the event of an audit or regulatory initiative (See Section 4.2.1).
- 3.3 Information that is submitted by applicants in support of code assignment shall be kept to a minimum, be uniform for all applicants, and be treated as proprietary and adequately safeguarded by the PA/NANPA. Information required by Telcordia™ Business Integrated Rating and Routing Database System (BIRRDs), Telcordia™ TPM™ Data Source<sup>11</sup>, and information available in the LERG Routing Guide may be subject to licensing agreements with Telcordia.
- 3.4 Central office codes shall be assigned in a fair and impartial manner to any applicant that meets the criteria for assignment as detailed in Section 4.0.
- 3.5 Applicants for central office codes must comply with all applicable local governmental, state, federal and the NANP Area governmental regulations relative to the services they wish to provide.

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<sup>11</sup> TPM Data Source is a trademark of Telcordia Technologies, Inc.

Central Office Code (NXX) Assignment Guidelines

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- 3.6 Any entity that is denied the assignment of one or more central office codes under these guidelines has the right to appeal that decision per Section 13.
- 3.7 Affected parties<sup>12</sup> in a given geographic area have the right and will be given the opportunity to participate as early as possible in the process of determining the alternatives for addressing CO code (NXX) exhaust and relief in that area before the CO Code Administrator(s) submits a final recommendation to the relevant regulatory body.
- 3.8 Resource conservation, in and of itself, should not inhibit or otherwise impede, the ability to obtain NXXs.
- 3.9 SPs cannot change the rate center on a code that contains ported TNs. Such changes are not permitted because of the impact to customer calling patterns and associated charges.

#### 4.0 Criteria for the Assignment of Central Office Codes

The assignment criteria in the following sections shall be used by CO Code Administrator(s) in reviewing a central office code assignment request from a service provider for an initial and/or an additional code:

##### 4.1 Code Assignment Criteria for Both Initial and Growth Resources

CO codes (NXXs) are assigned to entities for use at a Switching Entity or Point of Interconnection they own or control. Where thousands-block number pooling has been implemented, an entity assigned a CO Code is designated as the "LERG Assignee." Assignment of the initial code(s) will be to the extent required to terminate PSTN traffic as authorized or permitted by the appropriate regulatory or governmental authorities, and provided all the criteria in Sections 4.1.1 through 4.1.3 are met. An initial code assignment will be based on a unique rate center<sup>13</sup> consistent with regulatory restriction.

Utilization criteria or projection will not be used to justify an initial NXX assignment. The applicant must demonstrate authorization and preparation to provide service before

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<sup>12</sup> Affected parties are a) those entities that have applied for and/or received central office code (NXX) assignments or reservations within the affected NPA per Section 4.0 of these Guidelines; b) all interested members of the industry within the affected NPA.

<sup>13</sup> Multiple NXX codes, each associated with a different rate center, may be assigned to the same switching entity/POI. Such arrangements may require "Meet Point Billing-like" considerations to permit proper recovery of interconnection charges (see also Section 6.2.3).

Central Office Code (NXX) Assignment Guidelines

receiving initial numbering resources.<sup>14</sup> **These requirements apply equally to carriers requesting an initial NXX code and those requesting an initial thousand-block pursuant to the pooling requirements established in FCC Report and Order No. 00-104.**<sup>15</sup>

Where the PA is applying for the assignment of a CO Code, the service provider whose OCN is shown on the CO Code Application form shall meet the above requirement.

- 4.1.1 The applicant must certify a need for NANP numbers, e.g., provision of wireline or wireless service in the Public Switched Telephone Network.

In order to obtain CO codes, an applicant must submit or have submitted a North American Numbering Plan Numbering Resource Utilization/Forecast (NRUF) Report (See NRUF Reporting Guidelines) to the NANPA for the NPA(s) in which the CO code(s) is being requested.<sup>16</sup> This requirement shall not apply in instances where an NPA has been implemented since the last NRUF Report and the Service Provider has submitted a NRUF Report for the NPA(s) previously serving the geographic areas involved.

The applicant must submit an NXX request form certifying that a need exists for an NXX assignment to a point of interconnection or a switching entity due to routing, billing, regulatory, or tariff requirements. The NXX request form must provide an Operating Company Number (OCN), which uniquely identifies the applicant. The NANPA will not issue numbering resources to a carrier without an OCN.<sup>17</sup> The OCN cannot be shared with another service provider.

- 4.1.2 All applications for numbering resources must include the company name, company headquarters address, OCN, parent company's OCN(s), and the primary type of business in which the numbering resources will be used.<sup>18</sup>

- 4.1.3. An applicant may request an NXX assignment for the establishment of an initial Location Routing Number (LRN) per POI or switching entity for each LATA in which the applicant has a customer served by that same POI or switch, provided the applicant has no existing resources available for LRN assignment. SPs must meet the months to exhaust and utilization requirements if the request is for a CO code for a new switch in a rate center in which the SP already has numbering resources. SPs may appeal to the appropriate regulatory authorities for exceptions to this rule.

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<sup>14</sup> FCC 00-104, § 52.15, (g) (2) i – ii.

<sup>15</sup> FCC 00-104, ¶ 97.

<sup>16</sup> FCC 00-104, § 52.15 (f) (4) (5).

<sup>17</sup> FCC 01-362, § 52.15 (g)(4).

<sup>18</sup> FCC 00-104, § 52.15 (g) (1).

Central Office Code (NXX) Assignment Guidelines

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4.1.4 Where thousands-block number pooling has been implemented, the PA is authorized to apply for CO Codes. The PA will select a "LERG Assignee" for codes to be added to the pool, in accordance with steps outlined in the Thousands-Block (NXX-X) Pooling Administration Guidelines. The LERG Assignee will fill out the CO Code Request and submit it to the PA who will then forward the request to the Code Administrator. The OCN and AOCN of the "LERG Assignee" will be entered on the NXX request form. The LERG Assignee shall also indicate on the CO Code Application that the NXX being requested is designated for thousands-block number pooling by checking the "Pool Indicator" box on the request form, and provide the names of both the PA and the LERG Assignee on the application (Code Applicant section) for the CO Code Administrator response purposes.

4.1.4.1 The PA shall apply for additional CO Codes in the following instances:

1. to add resources to the industry inventory pool in order to establish and maintain a 6 month<sup>19</sup> inventory at the rate center level.
2. to replenish the industry inventory pool in order to meet a service provider's request for a specific block due to technical reasons.
3. to request an entire NXX code (i.e., 10,000 numbers) to satisfy the numbering needs for a service provider's single customer. A single customer is defined as one customer requiring 10,000 consecutive telephone numbers from one central office exchange. SPs have the option whether or not to indicate such a code as pooled or non-pooled.
4. to request an NXX code for LRN purposes when an SP is deploying a new switching entity/POI that requires the assignment of an LRN.

#### 4.2 Code Assignment Criteria for Initial Codes

Application to the NANPA for an initial code assignment shall include evidence that the applicant is authorized to provide service in the area for which the code is being requested,<sup>20</sup> and that the applicant is or will be capable of providing service within sixty (60) days of the numbering resources activation date requested.<sup>21</sup>

For an initial code request, a code applicant must provide one form of documentation from both Sections 4.2.1 and 4.2.2 below:

##### 4.2.1 License and/or Certification

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<sup>19</sup> FCC 00-104, § 52.15 (d) (2).

<sup>20</sup> FCC 00-104, § 52.15 (g) (2) (i).

<sup>21</sup> FCC 00-104, § 52.15 (g) (2) (ii).



Evidence that demonstrates the SP has a license or authority issued by the FCC or a Certificate of Public Convenience and Necessity (CPCN) issued by a State Regulatory Body to provide service in the city and state/rate center/MSA#/RSA# /MTA#/BTA#/national /LATA. The SP may attach a copy of the FCC license or authority or CPCN to the application.

#### 4.2.2 Facilities Readiness

Appropriate evidence that facilities are in place or will be in place to provide service within 60 days of the numbering resources activation date (LERG Routing Guide effective date). Evidence may be provided via a copy of any one of the following document(s)<sup>22</sup> the SP selects:

1. An executed interconnection agreement between a Local Exchange Carrier and the service provider requesting numbering resources. The relevant pages are the cover page, area covered and the signature page from the interconnection agreement.
2. Service Provider developed business plans to provide service in this area. Relevant excerpts from the Business Plan to include planned coverage area and in service dates.<sup>23</sup>
3. A letter from the SP indicating the scheduled switch installation complete date (month/day/year), including the address location, as well as Point of Interconnection or CLLI.
4. The service order request, pre-planning checklist, or the equivalent to show that facilities for origination or termination for calls being used specifically for the requested code(s) have been requested and are anticipated to be completed prior to the effective date of the code (See Appendix A for an example of a pre-planning checklist showing the identified fields which must be completed).
5. A confirmation letter or letter of intent provided by the entity with which the requesting SP will interconnect. Interconnecting carriers are encouraged, but not required, to provide such letters.
6. The construction schedule including the following information: site identifier, latitude and longitude of the cell site, and its construction start or complete date. The numbers assigned to the facilities identified must serve subscribers in the

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<sup>22</sup> There may be additional or different criteria requested by state regulators. See FCC 00-104 ¶ 98.

<sup>23</sup> Provision of business plans may not be sufficient proof of facilities readiness in some serving areas.

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geographic area corresponding with the rate center requested.

7. A letter from the requesting carrier identifying a code in service in another rate center that already uses the same facilities that will be used to serve the new rate center where the initial code is being requested.

All documentation submitted will be held confidential pursuant to FCC confidentiality rules.<sup>24</sup>

#### 4.3 Code Assignment Criteria for Growth Codes

Assignment of additional code(s) (growth codes) in a rate center will be made by satisfying the criteria in Section 4.3.1, 4.3.2, 4.3.3, or 4.3.4.

The MTE form submitted must demonstrate that all of the numbers assigned to the code holder in the rate center will exhaust within six months. In the MTE calculation, SPs must include every code in the rate center, regardless of NPA.<sup>25</sup> An exception occurs in cases where a rate center is split among multiple NPAs due to a regulatory order by a state commission. Should that occur, the MTE calculation shall be based on only those codes in the rate center and particular NPA for which additional resources are being requested.

- 4.3.1 For additional codes for growth, each code holder will demonstrate that existing codes for the rate center will exhaust within 6 months and *must* supply supporting data using the "CO Code Assignment Months to Exhaust Certification Worksheet - TN Level" which covers:<sup>26</sup>

1. Telephone Number (TNs) Available for Assignment;
2. Growth history for six months
3. Projected demand for the coming 12 months; and
4. The applicants must demonstrate that existing numbering resources for the rate center will exhaust within 6 months.<sup>27</sup>

The applicants must also meet the following numbering resource utilization levels:<sup>28</sup>

- 60% effective May 8, 2001;
- 65% effective June 30, 2002;
- 70% effective June 30, 2003; and

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<sup>24</sup> 47 CFR, § 52.13 (c) (7)

<sup>25</sup> State commissions may have certain requirements as to the treatment of different types of grandfathered codes.

<sup>26</sup> FCC 00-104, § 52.15 (g) (3) (iii).

<sup>27</sup> FCC 00 429 ¶ 29

<sup>28</sup> FCC 00 429 §52.15 (h)

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- 75% effective June 30, 2004.

The numbering resource utilization level shall be calculated by dividing all assigned numbers by the total numbering resources in the applicant's inventory and multiplying the result by 100. Numbering resources activated in the LERG Routing Guide within the preceding 90 days of reporting utilization levels may be excluded from the utilization calculation.<sup>29</sup>

4.3.2 Whether to replenish the inventory pool or meet a service provider's immediate request, the Months To Exhaust form sent to the Co Code Administrator by the PA will demonstrate that existing thousands-blocks for the rate center will exhaust within 6 months and will have documented and be prepared to supply supporting data to the CO Code Administrator in the form of:<sup>30</sup>

1. Thousands-blocks available for assignment;
2. Growth history of thousands-blocks, or equivalent information, for the past 6 months; and
3. Projected demand for thousands-blocks in the next 12 months<sup>31</sup>.

The PA shall complete the "Thousands-Block Number Pooling Months to Exhaust Certification Worksheet – 1000-Block Level [Thousands-Block Number (NXX-X) Pooling Administration Guidelines, Appendix 4] and retain it in the event of an audit or regulatory initiative and forward a copy to the CO Code Administrator.

The PA when applying to the CO Code Administrator for an NXX Code to a) satisfy the needs of an SP's single customer requiring 10,000 consecutive TNs, or b) be assigned for LRN purposes, will certify the need by providing the CO Code Administrator a copy of the "Thousands-Block Number Pooling Months To Exhaust Certification Worksheet - TN Level" [Thousands-Block Number (NXX-X) Pooling Administration Guidelines, Appendix 3] that is supplied to the PA by the requesting SP in accordance with the Thousands-Block Number (NXX) Pooling Administration Guidelines which covers:

1. Telephone numbers (TNs) available for assignment;
2. Incremental growth history of new TNs for the past 6 months (does not include ported TNs);
3. Projected incremental demand for TNs in the next 12 months<sup>32</sup>; and

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<sup>29</sup> FCC 00-104, § 52.15 (g) (3) (i) (ii).

<sup>30</sup> FCC 00-104, ¶ 189.

<sup>31</sup> FCC 00-104, § 52.15 (g) (3) (i).

<sup>32</sup> FCC 00-104, § 52.15 (g) (3) (i).

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4. Utilization threshold level for the rate center in which growth numbering resources are being requested.

The PA must supply all certification information to the CO Code Administrator.

- 4.3.3 An additional code(s) is necessary for distinct routing, rating, or billing purposes (e.g., Calling Party Pays).<sup>33</sup> Applicant must provide the CO Code Assignment Months To Exhaust Certification Worksheet – TN Level and utilization data by rate center as stated in Section 4.3.1.<sup>34</sup>
- 4.3.4 An additional code(s) is necessary for other reasons. The applicant must provide an explanation of why existing assigned resources cannot satisfy this requirement. Applicant must provide the CO Code Assignment Months To Exhaust Certification Worksheet – TN Level and utilization data by rate center as stated in Section 4.3.1.<sup>35</sup>
- 4.4 Where LRN-LNP based thousands-block number pooling has not been deployed, NXX code sharing between carriers, in which portions of the NXX codes are assigned to multiple switching entities/POIs, should be avoided unless mutually agreed to by affected parties.

When a single switching entity/POI provides access for multiple carriers (i.e., wireless and wireline carriers), and the need for numbers for either carrier is less than a full code (10,000 numbers), the unused numbers from an NXX code serving one of these carriers can be made available for any carrier served by the switching entity/POI.<sup>36</sup>

- 4.5 Codes shall be assigned on a first-come, first-served basis. Good faith efforts shall be made to eliminate or to minimize the number of reserved codes. Special requirements exist in jeopardy NPA situation.

Reservation is permitted if the applicant can demonstrate the reservation of the code is essential to accommodate technical or planning constraints or pending regulatory approval of a tariff and/or certification /registration if appropriate documentation to be provided should demonstrate that a request for regulatory certification/ registration has been submitted to one appropriate regulatory body to provide service when the applicant has provided a proposed use date within twelve months.

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<sup>33</sup> Any additional information that can be provided by the code applicant may facilitate the processing of that application.

<sup>34</sup> FCC 00-104, § 52.15 (g) (3) (i) (A) and (B).

<sup>35</sup> FCC 00-104, § 52.15 (g) (3) (i) (A) and (B).

<sup>36</sup> In certain situations there are technical, billing, service delivery, roaming, and/or tariff reasons that require partial and/or different NXX assignments.

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No reservation will be made unless the applicant meets the requirements of code assignment as outlined in Section 4 for initial codes (Section 4.2.1 - 4.2.2) or for additional codes (Section 4.3 -4.3.3), depending upon whether the reserved code is to be an initial or additional code.

If a reserved code is not activated within eighteen months, the code will be released from reservation.

When the reservation was due to technical constraints (e.g., step-by-step switches) solely, the reservation will be extended until the constraint is no longer present.

Upon written request to the CO Code Administrator(s), one reservation extension of six months will be granted when the proposed code use date will be missed due to circumstances beyond the control of the applicant (e.g., hardware, software provision delays, regulatory delays, etc.).

Reservation requests must be submitted directly to the Pooling Administrator if the requested CO Code is in a mandatory pooling rate center.

#### 4.6 Unassignable CO Codes

The following codes are duplicated in new NPAs during NPA relief.

The N11 codes are not to be assigned by NANPA to any service provider as central office (NXX) codes<sup>37</sup>.

The designated or common uses of these codes are as follows:

- 211 – Community Information and Referral Services
- 311 – Non-Emergency Police and Other Governmental Services
- 411 – Local Directory Assistance
- 511 – Travel Information Services
- 611 – Repair Service
- 711 – Telecommunications Relay Service (TRS)
- 811 – Business Office
- 911 – Emergency

#### 4.7 Unassignable, Special Use CO Codes

The following codes are duplicated in new NPAs during NPA relief.

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<sup>37</sup> INC supports industry use of non-dialable, ten-digit numbers in the format NPA-211-XXXX and NPA-511-XXXX for use as wireless E9-1-1 ESRDs/ESRKs. Any other use of these numbers would potentially cause conflicts in properly routing calls to emergency services systems.(Issue 429)

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- 4.7.1 The 555 code is not to be assigned by NANPA as a central office (NXX) code because its numbers are assigned by NANPA on a line-level basis to different entities. Calls to this code are completed with 7 or 10 digits.
- 4.7.2 The 950 code is not to be assigned by NANPA as a central office (NXX) code because it is used by the entire industry to access Feature Group B Carrier Identification Codes (CIC) and has special Automatic Message Accounting (AMA) triggers. The 950 code plus the CIC constitute a Carrier Access Code (CAC): 950-XXXX.
- 4.7.3 The 958 and 959 codes are not to be assigned by NANPA as central office (NXX) codes because they are used by the entire industry, in every central office, as standard test codes.

#### 4.8 Assignable, Special Use CO Codes

- 4.8.1 The 976 code can only be used for Information Delivery Services.
- 4.8.2 The 700 code may be assigned to a single service provider, but only with the understanding that line number 4141 is protected and is only used for its intended purpose. In 1996, line number 700-4141 was established in each NPA as access for verification of a customer's intraLATA carrier.

These assignable special use codes are duplicated in new NPAs during NPA relief. Any of these codes that have specific hosting company information may require additional documentation (Part 1 form) prior to being added to the routing and rating database.

#### 4.9 Test Codes for New NPAs – Splits or Overlays

- 4.9.1 Test codes for the purpose of implementation of a new NPA shall be assigned to the volunteering service provider(s). The test code is for the implementation of the new area code and will be returned following the completion of that implementation. The test code will not be subject to pooling requirements (if pooling is in place within the NPA).<sup>38</sup> The test code shall not be an unassignable CO code or an assignable Special Use CO code.

Assignment is coordinated with the NANPA Relief Planner. Many times a regulatory decision to introduce a new NPA is issued more than six months before the start of permissive dialing and the test number is required to be included in the NANPA Planning Letter, therefore the code may be assigned well in advance of the LERG effective date.

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<sup>38</sup> See "NIIF Reference Document" for test code requirements for implementation of a new NPA.

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- 4.9.2 Under normal conditions, the assignment of only one test number for an NPA relief project is required. However, circumstances may require two or three test numbers as well as possibly more than one service provider. This may be decided by the industry at the implementation meeting.
- 4.9.3 Assignment may be made without the applicant meeting the requirements of code assignment as outlined in Section 4 for additional codes (Section 4.3-4.3.3). The MTE and the Utilization requirements, as well as NRUF forecast, are waived.

The applicant must provide a paper Part 1 request with the expected effective date and a paper Part 1 return with the expected disconnect date at the same time.

There will be no Part 4 requirement and there will be no reclamation requirement. There will be no requirement to report this kind of test code on the NRUF.

## 5.0 CO Code (NXX) Assignment Functions

The CO Code Administrator(s) shall:

- 5.1 Produce and make available upon request information regarding NANPA CO Code Administration processes, guidelines, interfaces and services. Provide upon request of the code applicant information on how to obtain documents related to CO Code Administration by either referring them to web sites where it will be possible to download electronic copies or provide paper copies if the requester cannot obtain the document via the Internet.
- 5.2 Receive and process applications (CO Code (NXX) Assignment Request Form Part 1) for CO codes (NXX) within the geographic NPA(s) for which the CO Code Administrator is responsible.

For rate centers transitioning to pooling:

- The CO Code Administrator will only process NXX requests received at least 33 calendar days prior to the Pool Start Date.
- Within the 33 calendar days prior to Pool Start Date, applications for codes/blocks will not be accepted. However within this 33-day interval, the NANPA will continue to process code applications for:
  - CO codes awarded via lottery;
  - LRN requests;
  - full CO code request for a single customer;
  - CO code expedite requests;
  - petition/safety valve requests;
  - any requests from non-pooling capable carriers; and

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- PA requests to the NANPA.

After Pool Start Date, all pooling-capable carriers will apply to the PA for numbering resources.

5.2.1 Receive NXX Code application from SPs and validate the entire application to determine if the request is in compliance with code assignment policies and guidelines. If one or more errors are identified, the Code Administrator will notify the applicant with a list of all errors on the application. Upon notification, the application is suspended and the applicant has up to two business days to respond with the corrections back to the Code Administrator. If the application is returned within the two business days with all errors corrected, the Code Administrator will lift the suspension and proceed with the assignment process. If the errors identified by the Code Administrator are not corrected by the applicant within two business days, the Code Administrator will issue a Part 3 denial. The NANPA is required to withhold numbering resources from any U.S. carrier that fails to comply with the reporting and numbering resource application requirements.<sup>39</sup>

5.2.2 **Respond within 10 business days from the date of receipt of an application form by completing the response portion that is part of these guidelines (See Appendix D, II).** For an NXX assigned to a pool, the CO Code Administrator shall also set the "Pool Indicator" on the CO Code ACD screen in BIRRDs to designate that the NXX is assigned to a pool. For those NXXs which the "Pool Indicator" has been set, the CO Code Administrator shall provide a Central Office Code (NXX) Assignment Request - Part 3 (Administrator's Response/Confirmation) directly to both the PA and the LERG Routing Guide Assignee whose OCN appears on the request form.

The NANPA must notify the carrier in writing of its decision to withhold numbering resources within ten (10) business days of receiving a request for numbering resources.<sup>40</sup> If the Code Administrator suspended the application within two business days of the end of the ten-day interval, the ten-day period may be extended up to two business days. Although the NANPA is required to withhold numbering resources from any U.S. carrier that fails to comply with reporting and number resource application requirements, state commissions have been delegated authority to affirm or overturn a NANPA decision to withhold initial numbering resources.<sup>41</sup>

5.2.3 Review the documentation, verify the carrier's need, and determine if the code request is in compliance with these code assignment policies and guidelines. The NANPA must ensure that SPs satisfy the MTE requirement and the utilization threshold before

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<sup>39</sup> FCC 00-104, § 52.15 (g) (3) (B) (iv).

<sup>40</sup> FCC 01-362, § 52.15 (g)(4).

<sup>41</sup> FCC 00-104, ¶ 98.



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obtaining additional numbering resources.<sup>42</sup> In cases where a code application is denied or suspended, NANPA will:

- a) provide specific reasons for the denial to the applicant in writing and information regarding where and how to appeal the administrator's decision, or
- b) provide an explanation for the suspension (other than minor errors as noted above) and whether the applicant needs to give further information/documentation.

- 5.2.4 Select an unassigned code for assignment provided the code is not currently being aged due to an NPA split.
- 5.2.5 Monitor CO code usage in order to determine the need for relief or declaration of jeopardy, and notify NPA Relief Coordinators as appropriate. The NPA Relief Coordinators will then perform the notification functions in relief and jeopardy situations (See Section 9).
- 5.2.6 Maintain records on codes assigned plus those available.
- 5.2.7 Perform applicable CO Code utilization surveys as detailed in Section 6.4.1.
- 5.2.8 Verify that the code applicant has submitted a current NRUF Report.
- 5.2.9 Ensure, concurrent with assignment of an NXX to a code applicant, the NPA, NXX, and OCN of the code applicant are input to BIRRDs to indicate that a specific NXX has been assigned to an applicant. Completion of this step will allow the input of Part 2 data entries into BIRRDs that may or may not be performed by the CO Code Administrator (See Code Activation and In Service Timeline in Appendix D, II). Initiate code reclamation if assigned code is not activated and in service within sixty days of expiration of the service provider's applicable activation deadline.<sup>43</sup> The NANPA shall abide by the state commission's determination to reclaim numbering resources if the state commission is satisfied that the service provider has not activated and commenced assignment to end users of their numbering resources within six months of receipt.<sup>44</sup>
- 5.2.10 Respond to the code applicant or the PA in writing via the appropriate "Administrator's Response--Receipt of the Part 4" form within ten (10) business days of receiving the Part 4 or the Part 4-PA. The response may include, but not be limited to, the following:
  - Part 4 Form Received and Approved
  - Invalid Part 4 Form Received

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<sup>42</sup> FCC 01-362, ¶ 50, 56.

<sup>43</sup> FCC 00-104, § 52.15 (i) 6.

<sup>44</sup> FCC 00-104, § 52.15 (i) 5.

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- Delinquent Part 4 form Received

- 5.3 The CO Code (NXX) Assignment Guidelines Part 2 forms are used to provide information supporting a CO Code assignment (and changes to information for CO Codes previously assigned) for input into the BIRRDs. A Code Holder may elect to enter its own BIRRDs information into BIRRDs, or elect to have the Administrative Operating Company Number (AOCN) function performed by a third party. If requested to do so, NANPA is required to perform the AOCN function. This is done as a contracted "Required Enterprise Service" for which fees are charged. If the applicant has completed Section 1.8 of the Part 1 forms and has designated NANPA as its AOCN, the Part 2 data will be input by NANPA. If a code applicant does not designate NANPA as its AOCN on the Part 1 form, NANPA is not responsible for the input of the BIRRDs assignment data. Additional information can be found at the Telcordia™ Routing Administration (TRA) web site ([www.trainfo.com](http://www.trainfo.com)) or by calling the TRA Customer Service Center (732-699-6700) including information on other third party providers of the AOCN function. Code applicants are entirely responsible for ensuring this data will be input within the industry standard timeline.
- 5.4 The following functions have an impact on the accurate routing of calls and are especially applicable to both newly assigned numbers and to the reassignment of existing CO codes.
- 5.4.1 Analyze and help resolve problems related to misrouted calls and calls that cannot be completed. Such trouble investigations should be initiated in the NPA in which the incomplete call originated.
- 5.4.2 Track switch cutovers and code reassignments, and perform other operational functions; e.g., code reclamation.
- 5.4.3 Ensure that the code applicant places the code in service within the time frame specified in Sections 6.3.3 and 4.4 of these guidelines. If the assigned code is not used within this time frame, the CO Code Administrator(s) shall request the return of the code for reassignment.
- 5.5 **It is recognized that the overall code administration process, e.g., planning for number relief, is related to and will require exchange of information with the CO code (NXX) assignment process. The additional functions associated with code administration, related to CO codes (NXX) are described in Sections 8 and 11.**

The CO Code Administrator may, on occasion, be requested by regulators or through INC recommendations or guidelines to set aside specific CO codes as unassignable. If an applicant requests one of the set-aside codes, the CO Code Administrator will advise the applicant of the reasons the code has been set aside. Should the applicant be unwilling to accept any other available CO code, the CO Code Administrator shall

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respond with a CO Code Administrator's Response/Confirmation marked "Assignment activity suspended by the administrator." The "Explanation" section will state that the code has been set aside and will identify the body that directed the CO Code Administrator to do so. The applicant may then appeal to that body, and ask that it advise the CO Code Administrator on whether or not to assign the requested set-aside code.

## **6.0 Responsibilities of Code Applicants and Holders**

Code Applicants and Code Holders shall comply with the following. Code applicants and code holders are responsible for obtaining a current copy of the Central Office Code (NXX) Assignment Guidelines. These are available either electronically from the NANPA web site ([www.nanpa.com](http://www.nanpa.com)) or on paper from the CO Code Administrator if the requester cannot obtain the document via the Internet.

Code applicants who choose to submit their resource applications via facsimile or mailed copies will be charged a fee. See the NANPA web site at [www.nanpa.com](http://www.nanpa.com) for specific details regarding the associated fee structure. This includes the Part 1, associated MTE (Appendix B) and Part 4 forms. Note that fees will be waived in the case of LERG Assignees submitting paper Part 1 and Part 4 forms directly to the PA.

### **6.1 The Application Process**

- 6.1.1 Code applicants, including the PA, for initial and/or additional CO code (NXX) assignments shall submit their requests to the appropriate CO Code Administrator(s) using the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form). One application form is required per NXX code requested. SPs requesting codes in a rate center that is transitioning to pooling should note the criteria in Section 5.0. The code applicant will complete all required entries on the Code Request Form to the best of his/her knowledge.

The NANP Administration System (NAS) will verify the password and access level of the applicant. All electronic submissions from an authorized user will be considered an electronic signature and will be verified for authenticity utilizing criteria maintained in the NAS database.

Incomplete/inaccurate code request forms will delay the start of the code assignment process. An Operating Company Number (OCN), which uniquely identifies the applicant, must be provided. The OCN cannot be shared with another service provider. In addition, the applicant's parent company OCN must be provided, if applicable.<sup>45</sup> The applicant can get OCN information by calling NECA. (See the Forms Part 1, Section

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<sup>45</sup> FCC 01-362, § 52.15 (g)(4).

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1.2). The information provided on Part 1 of the CO Code Assignment Request Form shall be the official information. Any changes to this information shall be submitted to the CO Code Administrator as described in Section 6.3.1.

6.1.2 Requests for code assignments cannot be made more than 6 months prior to the requested effective date. Applicants must request an effective date at least 66 calendar days after the request is sent to NANPA. This 66-calendar day interval is derived by adding the 21 days allotted to code request processing and AOCN input to the industry standard of 45 days for code activation. The code activation interval begins on the date the NXX code request is input into BIRRDs. If the AOCN does not enter the information in sufficient time to allow a 45-day activation interval prior to the effective date, the effective date will be automatically changed in the appropriate TRA databases to ensure a minimum 45-day activation interval.

6.1.2.1 Requests to open, modify, or disconnect a code in fewer than 66 calendar days increases the potential for call blocking and/or billing errors and should be avoided except in emergency cases. If an SP must seek an expedite, the burden of implementation is borne by that SP and does not obligate any other SP to activate the code in fewer than 45 days.

a) The expedited 21-day Interval activities:

- In addition to submitting the Part 1 form to NANPA, the SP obtains agreement from its AOCN to input the Part 2 data within a specific negotiated time period. This can reduce the AOCN period down from 7 days. The SP must provide written confirmation to NANPA of the reduction of the 7 days. In the case where a Code Applicant/Holder acts as its own AOCN, the Code Applicant/Holder should indicate so on the Part 1. Doing so will reduce the AOCN period down from 7 days.
- Then, the SP submits the Part 1 form to NANPA with the attached confirmation from the AOCN if applicable, and NANPA will do everything possible to reduce its 14-day interval.

b) The expedited 45-day Interval activities:

- The SP must follow the Network Interconnection and Interoperability Forum (NIIF) procedures to expedite the 45-day code activation process.<sup>46</sup>
- On an exception basis, an activation interval of less than 45 calendar days may be requested on the Part 1. Under no circumstances will an activation interval of less than 30 calendar days be approved by the homing tandem operating company or the NANPA.
- To open a new code, the Part 1 must be accompanied by documentation from the homing tandem operating company that the shorter interval can be met.

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<sup>46</sup> For more information, refer to the latest issue of NIIF-008 "Recommended Notification Procedures to Industry for Changes in Access Network Architecture."

## Central Office Code (NXX) Assignment Guidelines

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- To modify or disconnect an existing code, NANPA may have a direct role such as entering changes to data on the ACD screen. If NANPA has a direct role, NANPA has the discretion to grant an expedite without concurrence from the homing tandem operating company. Under no circumstances will a modification or disconnect interval of less than 30 days be approved by the NANPA.

6.1.3 When requesting growth codes applicants shall meet the requirements as described in Section 4 and conform to the conditions contained therein. Applicants must provide (1) a CO Code Assignment Months to Exhaust Certification Worksheet – TN Level (see Appendix B) that provides utilization by rate center for the preceding six months and projected monthly utilization for the next twelve (12) months; and (2) the applicant's current numbering utilization level for the rate center in which it is seeking growth numbering resources.<sup>47</sup>

6.1.4 For initial codes in a rate center, the code applicant shall provide documented proof<sup>48</sup> that (1) the code applicant is authorized to provide service in the area for which the numbering resources are requested and (2) the applicant is or will be capable of providing service within 60 days of the number resource activation date.<sup>49</sup>

### 6.2 Information Required for Code Activation

For electro-mechanical switches, perform technical analysis as necessary to determine the appropriate CO code (NXX) to request.

6.2.1 Before a CO code (NXX) can become active, all code holders are responsible for providing the information shown in Part 2 of the CO Code (NXX) Assignment Request Form that includes routing and rating information for entry into BIRRDs. Applicants should be aware that a Revenue Accounting Office (RAO) code will be necessary on Part 2, and are encouraged to obtain that information in a timely manner to prevent delays in activation (see TRA Part 2 Job Aid, Section 2.2, Item 9). In addition, any changes to the requested effective date and/or Operating Company Number (OCN) need to be provided to the CO Code Administrator as soon as the changes occur. (Note: The LERG Routing Guide contains local routing information obtained from BIRRDs and reflects the current network configuration and scheduled changes within the PSTN). This can be transmitted directly to TRA or via an authorized third party acting on behalf of the code holder.

6.2.2 Each switching center, each rate center and each POI may have unique V&H coordinates.

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<sup>47</sup> FCC 00-104, § 52.15 (g) (3) (I).

<sup>48</sup> See sections 4.1 and 4.2 for more information on providing "documented proof" for initial codes.

<sup>49</sup> FCC 00-104, § 52.15 (g) (2).

Central Office Code (NXX) Assignment Guidelines

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6.2.3 A code applicant or holder who has issued or is planning to issue credit or calling cards will be responsible for entering CO code (NXX) information into the appropriate LIDB Access Support System (LASS).

## 6.3 Ongoing Administration

### 6.3.1 Information Changes

The information associated with a code assignment may change over time. Such changes may occur, for example, because of the transfer of a code to a different company. The CO Code Administrator must be notified of any changes to the information in Part 1 of the CO Code (NXX) Assignment Request Form. This includes changes such as, but not limited to, the tandem homing arrangement, OCN, switching entity/POI and rate center (including a rate center consolidation). For OCN changes due to merger/acquisition, the SP must so state on the Part 1 form.

SPs that change the rate center for a previously assigned NXX that has not been activated shall be required to first demonstrate the need for the NXX in the new rate center. For this change, SPs must first supply a new CO Code Assignment Months to Exhaust Certification Worksheet - TN Level to the CO Code Administrator prior to making any changes to BIRRDS for the affected NXX code. Accordingly, the CO Code Administrator(s) must be informed of these changes to ensure that an accurate record of the code holder/ LERG Routing Guide assignee responsible for the code and the data associated with the code is maintained so as not to jeopardize data integrity. The CO Code Administrator shall verify the retention of the NXX codes using the Months to Exhaust Certification Worksheet - TN Level prior to changes being made to the rate center in the TRA databases.

When changes are submitted the *Switching Identification (Switching Entity/POI)* field, Section 1.2 of the Part 1 Assignment Request Form, and if the information on the Part 1 is exactly the same for all NXXs involved, it is acceptable to submit one Part 1 Form with an attached listing of the NXXs affected.

SPs participating in number pooling must submit changes or disconnects for pooled NXXs to the PA. Changes or disconnects for non-pooled NXXs in a pooling rate area should be sent to NANPA, unless the PA received the original request for the non-pooled NXX. SPs' requests for changes to the rate center on NXX codes assigned for pooling will be denied if any block assignments within the NXX have been made to a service provider other than the LERG Assignee.

SPs that wish to move CO codes from one rate center to another must certify to the NANPA that there are no ported numbers within these codes. This certification shall be shown on the Part 1 Form.

### 6.3.2 Responsibilities of the Code Holder

The holder of a CO code (NXX) assigned by the CO Code Administrator or acquired by other means such as transfer (i.e., by merger or acquisition) must use the code consistent with these guidelines. Most importantly, the new code holder must be prepared to participate in an audit in order to effectively assess code utilization. Any revisions to the CO Code (NXX) Assignment Request Form Part 1 must be submitted to the CO Code Administrator as soon as the code holder is aware of these changes. This information is necessary regardless of who has AOCN responsibilities.

An OCN cannot be shared with another SP. It is the responsibility of each code holder to update and maintain its code records in BIRRDs with accurate OCN information. This responsibility includes correcting embedded CMRS records that are reflected in BIRRDs with an ILEC OCN.<sup>50</sup>

If the Code Holder no longer provides service in the rate area associated with the NXX code, the SP must notify the CO Code Administrator. SPs should not change routing information in appropriate databases until NANPA has processed the application and responded with a Part 3. Where there are LNP ports associated with the NXX code being returned, the initial Code Holder shall work cooperatively with the CO Code Administrator and the newly selected Code Holder to transition the default routing functions associated with the NXX code (See Appendix C).

### 6.3.3 Code Use

Code assignments are made subject to the conditions listed in Section 4. A code assigned either directly by the Code Administrator or through transfer from another Code Holder should be placed in service by the applicable activation deadline, that is, six months after the original effective date returned on the Part 3 and entered on the ACD screen in BIRRDs. Confirmation that codes have been placed "in service," (see glossary) is mandatory (see Central Office Code (NXX) Assignment Request and Confirmation Form - Part 4 and Part 4-PA). If the assignee no longer has need for the code, the code should be returned to the CO Code Administrator(s) for reassignment.

State commissions may investigate and determine whether service providers have activated their numbering resources and may request proof from all service providers that numbering resources have been activated and assignment of telephone numbers has commenced.<sup>51</sup>

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<sup>50</sup> Prior to CMRS SPs acquiring their own Company Codes/OCNs, the ILEC permitted the CMRS SPs to use the LEC's OCN in BIRRDs. CMRS SPs now are required to obtain their own Company Codes/OCNs.

<sup>51</sup> FCC 00-104, § 52.15 (i) 2.

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#### 6.3.4 Rate Center Consolidation Notification

In the absence of state commission actions, SPs who file tariffs for a rate center consolidation must notify NANPA and the PA at the time of the filing.

#### 6.4 NPA Planning Information

##### 6.4.1 Forecast and Utilization Reporting Requirements

Forecast and utilization reports from service providers (i.e. Reporting Carriers) shall be completed and submitted to the CO Code Administrator and, where applicable, the Pooling Administrator semi-annually on or before August 1 for the preceding reporting period ending on June 30 and on or before February 1 for the preceding reporting period ending December 31.<sup>52</sup>

The CO Code Administrator will issue a request for forecast and utilization data (i.e. NRUF Report) at least two months prior to the due date (See NRUF Reporting Guidelines). NRUF Report data will be used for projecting NPA exhaust and for planning NPA code relief. NRUF Report data shall be treated on a confidential and proprietary basis. If a service provider identifies a significant change in their forecast or utilization between NRUF reporting cycles, they should provide an updated NRUF Report.

##### 6.4.2 Code holders shall submit the NRUF Report data per instructions in the NRUF Reporting Guidelines.

##### 6.4.3 It is an FCC requirement that Central Office (CO) code holders, pooling carriers, resellers and type 1 wireless carriers (i.e. Reporting Carriers) report accurate and timely forecasting and utilization data via the NRUF Report. The NANPA shall withhold numbering resources from any U.S. carrier that fails to comply with the reporting and numbering resource application requirements established in FCC rules.<sup>53</sup>

The code/block holders to whom the numbering resources are assigned shall be responsible to report the name and contact information to the NANPA of any other telecommunications carriers that have made numbers available for use and have reported them to NANPA as Intermediate numbers. These other telecommunication carriers, e.g. reseller/type 1 wireless carriers, shall be responsible to provide NRUF Report data to the NANPA.

#### 6.5 All code holders and the PA agree to abide by the code reclamation guidelines outlined in Section 8.

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<sup>52</sup> FCC 00-104, § 52.15 (f) (6) (i).

<sup>53</sup> FCC 01-362, § 52.15 (g)(4).



## 7.0 Criteria for the Transfer of Central Office Codes

### 7.1 Request to Transfer from Single End-User Customer

The assignment criteria in the following section shall be used by CO Code Administrator(s) in reviewing a central office code request from a service provider to transfer an NXX code from the current code holder to the service provider making the transfer request. These criteria apply only where the full NXX code was assigned and reserved to a single end-user customer.

All time intervals applicable to the assignment of a new code apply in the case of a transfer. These intervals do not address the time intervals needed to perform the network and other rearrangements associated with the transfer.

The following criteria will be used by the CO Code Administrator in reviewing a central office code transfer request:

1. The applicant (service provider receiving the NXX to be transferred) must submit a complete CO code request form. The applicant must indicate on the Part 1 that the transfer request is from a single end-user customer. In addition to the code request form, the applicant requesting the code transfer must also provide written confirmation that the subscriber has requested to switch service providers to them from the current code holder. The current code holder shall also separately confirm in writing to the NANPA that the transfer of the code has been requested by the subscriber. The subscriber's confirmation, at a minimum, must be on the subscriber's letterhead and signed by a party within the subscriber's organization with the authority to make such a request (e.g., officer of the company).

The NANPA should ensure that the transfer was mutually acceptable by contacting the current code holder to confirm the transfer. NANPA will request a response in 10 business days. If the current code holder fails to respond and confirm the customer's transfer request within 10 business days of NANPA's request, the request will be suspended, which may require a change to the effective date of the transfer. NANPA then shall contact the current code holder and them 5 more business days to confirm the code transfer request.

If the current code holder does not or refuses to respond within 5 business days and the NANPA has written proof from the applicant that the subscriber has requested the change, the NANPA shall remove the suspension and proceed with the code transfer.

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If the current code holder responds within the same 5 business days and produces written proof that the subscriber has not requested the transfer, or provides evidence that some numbers within the NXX code are not assigned to the subscriber, then the transfer request shall be denied.

2. If the transfer request is granted, NANPA will modify the ACD screen in BIRRDs for the code to be transferred to reflect the OCN of the service provider to whom the code will be transferred.
3. NANPA will notify the service provider receiving the code when the ACD screen has been successfully modified. It is the responsibility of the service provider receiving the code to arrange for the entry of any changes to BIRRDs data associated with a switching entity/POI.

## 7.2 Transfer of CO Code Not Assigned to a Single End-User Customer

The assignment criteria in the following section shall be used by CO Code Administrator(s) in reviewing a central office code request from a service provider to transfer an NXX code from the current code holder to the service provider making the transfer request, where the full NXX code is not assigned and reserved to a single end-user customer. Should a regulatory authority ask SPs to voluntarily transfer a code for purposes of enabling an LRN, consideration must be given to the technical issues involved (e.g., contamination levels, dependencies on ancillary services, etc.).<sup>54</sup> In addition, the code cannot be transferred from one rate center to another rate center.

When transferring an NXX code with ported TNs, the new code holder and the old code holder should work together to discuss whether it is more appropriate to transfer the code in the NPAC using the LNP NANC 323 SPID Migration Process (the Secure Site at [www.npac.com](http://www.npac.com)) or the LNP CO Code Reallocation Process ([www.nationalpooling.com/guidelines/index.htm](http://www.nationalpooling.com/guidelines/index.htm)).

The following criteria will be used by the CO Code Administrator in reviewing a central office code transfer request:

- The applicant (service provider receiving the NXX to be transferred) must submit a complete CO code request form. The applicant must attach written confirmation from the current code holder giving their authorization for the transfer and indicating that a Part 4 has been submitted.
- NANPA will notify the service provider receiving the code when the ACD screen has been successfully modified. It is the responsibility of the service

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<sup>54</sup> Regulators may ask an SP to voluntarily transfer NXX code assignment to another SP in order to extend the life of an NPA Code.

provider receiving the code to arrange for the entry of any changes to BIRRDs data associated with a switching entity/POI.

## 8.0 Reclamation

Reclamation refers to the process by which service providers are required to return numbering resources to the NANPA.<sup>55</sup> State commissions have the authority to investigate and determine whether code holders have "activated" NXXs assigned to them within the applicable time frames.<sup>56</sup> A state commission may request proof from all code holders that NXX codes have been activated and assignment of the numbers has commenced. NANPA will abide by the state commission's determination. If a state commission declines to exercise the authority delegated to it, the entity designated by the FCC to serve as the NANPA shall exercise this authority with respect to NXX code reclamation. The NANPA shall consult with the Common Carrier Bureau prior to exercising the authority delegated to it in this provision and shall provide service providers an opportunity to explain the circumstances causing the delay in activating and commencing assignment of their numbering resources prior to initiating reclamation. This does not imply that the NANPA has the independent authority to grant code extensions.

### 8.1 Service Provider Responsibilities

A Service Provider shall return the code, if:

- it is no longer needed for the purpose for which it was requested and assigned,
- the service it was assigned for is disconnected, or
- the CO Code(s) was not placed in service within six months from the original effective date returned on the Part 3 and entered on the ACD screen in BIRRDs.

If the CO Code was assigned after the Pool Start Date, SPs participating in number pooling must return Part 4s to the PA.

The assignee must apply to the appropriate state commission point of contact for an extension date. The assignee must apply to the appropriate FCC point of contact if the appropriate state commission has declined to exercise its delegated reclamation authority.<sup>57</sup> If an extension is approved, the regulator will notify the assignee and the Code Administrator of the new in service deadline and to whom the Part 4 should be

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<sup>55</sup> FCC 00-104, § 52.15 (i) 1.

<sup>56</sup> FCC 00-104, ¶ 237.

<sup>57</sup> FCC 00-104, ¶ 237.

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sent. A list of appropriate state commission contacts and the FCC point of contact for those state commissions who decline to exercise their authority can be located at <http://www.nanpa.com>.

## 8.2 Administrator Responsibilities

For any Codes identified as not having been returned to the appropriate administrator for reassignment, the CO Code Administrator will contact any Non Pooling and Pooling Carriers who were assigned a CO Code prior to the Pool Start Date or the Pooling Administrator for any NXXs assigned after the Pool Start Date.

Codes may be returned for the following reasons:

- Assigned, but no longer in use by the assignee(s),
- Assigned to a service no longer offered,
- Assigned, but not placed in service within six months from the original effective date returned on the Part 3 and entered on the ACD screen in BIRRDs,
- Assigned, but not used in conformance with these assignment guidelines.

The CO Code Administrator shall contact the PA for inquiries about return of NXXs that are in a thousands-block number pool.

8.2.2 If a Part 4 has not been received by the Administrator during the first five months following the original effective date returned on the Part 3 and entered on the ACD screen in BIRRDs, then the Administrator will send, via facsimile/electronic mail, a reminder notice to the code assignee. The notice will be sent no later than one month prior to the end of the 6<sup>th</sup> month, and will direct the assignee to do one of the following by the end of the sixth month after the original effective date returned on the Part 3 and entered on the ACD screen in BIRRDs:

- If the code is in a non-pooling NPA, submit a Part 4 to NANPA
- If the code is in a pooling NPA, and the code was assigned prior to the implementation of pooling in the NPA, submit the Part 4 to NANPA
- If the code is in a pooling NPA, and the code was assigned to a pooling carrier after pooling was implemented in the NPA, submit the Part 4 to the PA.
- If the code is no longer needed or not in service, return the code by submitting a Part 1.

During the first ten calendar days of each calendar month, the Administrator will prepare and forward a spreadsheet of all existing and newly identified delinquent codes to the appropriate state commission. Spreadsheets for those states that have declined to exercise their reclamation authority will be forwarded to the FCC.

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The Administrator must await further direction from the FCC or appropriate state commission for further action. If the FCC or appropriate state commission directs the Administrator to reclaim the code, the Administrator will send a letter to the code holder advising them of the effective date of the disconnect of the code.

If a Part 4 or Part 4-PA is returned to the Administrator for a code appearing on the delinquent list and an extension has not been granted, the Part 4 will be returned to the SP and the Part 4-PA to the Pooling Administrator marked as "refused" or "denied" with a reminder for the code holder to return the Part 4 to the appropriate state commission or to the FCC.

- 8.2.3 If there are active or pending LNP ports for any TNs within the NXX code which is being returned/reclaimed, the CO Code Administrator shall use the process outlined in Appendix C.

## 9.0 Central Office Code Conservation and Jeopardy Procedures

Assignment of NANP numbering resources is undertaken with the following objectives: to efficiently and effectively administer/manage a limited NANP resource through code conservation, to delay NPA exhaust and the need for NPA relief (e.g., splits/overlays) for as long as possible, and to delay the eventual exhaust of the NANP. NANPA meets these objectives in the following ways.

- 9.1 Semi-annual NRUF Report analysis is mandatory and is conducted utilizing projected demand forecasts, provided by code holders to the NANPA (see Section 6.4), to identify NPAs nearing exhaust. The schedule for projected exhaust will be forwarded by NANPA to the appropriate CO Code Administrator(s) and published in summary format for industry use.<sup>58</sup>
- 9.2 Ongoing code administration practices that foster conservation include the following:
- 9.2.1 The use of protected codes (NXXs), which permits 7-digit dialing across NPA boundaries, should be eliminated as part of the NPA code relief planning process unless the state commission directs otherwise at the time of the proposed relief. Elimination of protected codes should be accomplished prior to a request for a relief NPA code.<sup>59</sup>
- 9.2.2 Examination of the continued use of codes from the HNPA to serve customers in an adjacent NPA should be undertaken when the HNPA is nearing exhaust. Continued use should be eliminated where practical.

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<sup>58</sup> NANPA will be responsible for disseminating NRUF Report results to the affected parties.

<sup>59</sup> Policy established per letter dated 10/29/97 from the NANC Chairman to the INC Moderator.

Central Office Code (NXX) Assignment Guidelines

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### 9.3 Declaration of Jeopardy

- 9.3.1 An NPA jeopardy condition exists when the forecasted and/or actual demand for NXX resources will exceed the known supply during the planning/implementation interval for relief.
- 9.3.2 NANPA will notify the appropriate regulatory authority(ies) and the industry that the NPA is in jeopardy. Upon jeopardy declaration, code allocations will initially be set at three per month. Such notification causes the immediate invocation of jeopardy procedures as documented in Sections 9.4-9.6<sup>60</sup>
- 9.3.3 Should the supply and/or forecasted demand of codes no longer justify jeopardy, NANPA will rescind jeopardy. NANPA will notify the appropriate regulatory authorities and the industry that any jeopardy procedures, including code rationing, no longer apply. In this notification, NANPA will provide the number of codes available in the NPA and a new projected NPA exhaust date.

### 9.4 Jeopardy Meeting

- 9.4.1 No later than 30 days after jeopardy has been declared, NANPA must notify and convene the industry to develop local industry jeopardy procedure options. At this meeting, NANPA will facilitate discussion of jeopardy code allocations and pursue consensus in a timely manner. NANPA will produce and distribute the meeting record within 15 business days. Local industry options are the determination of:
- Number of codes allocated per month, including those to meet PA's forecasted needs
  - Allocation method (e.g. lottery)
  - Disposition of Unfilled Request:
    - Code requests that do not receive a code allocation in that current month allocation will be denied and the SP/PA<sup>61</sup> must submit a new application request for future month's allocation.
    - Code requests that do not receive a code allocation in that current month allocation will be held over to the next month's allocation and the SP/PA does not need to submit a new application. NANPA will advance the choice level

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<sup>60</sup> State jurisdiction in fashioning jeopardy procedures must have met the conditions of the FCC Order 98-224, adopted September 11, 1998, "The Pennsylvania Order," i.e., absence of industry consensus and a relief plan decision.

<sup>61</sup> In pool areas, the SP is responsible for resubmitting the new application to the PA.

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(see section 9.5.2) of these requests in the next lottery to the next highest choice, unless notified to the contrary by the SP/PA.

- Use of priority numbers as indicated below:
  - Priority numbers are assigned but an SP/PA<sup>62</sup> must resubmit every month to maintain priority status. Failure to resubmit can result in the loss of the priority number. In this scenario, SPs/PA are not added to the priority list until everyone on the current priority list receives a code; OR
  - Priority numbers are assigned. The SP/PA does not need to resubmit. First choice requests not receiving a code will be added to the priority list and a code will be assigned at a future date.

SPs/PA<sup>63</sup> are required to submit a current MTE at the time their priority number is assigned an NXX.

9.4.2 If industry consensus cannot be reached on jeopardy code allocations, and a relief plan has not been approved by the appropriate regulators, NANPA will establish a base allocation of three codes and follow the jeopardy procedures in these guidelines until relief can be implemented. If, however, industry consensus cannot be reached, yet a relief plan has been approved by regulators, NANPA will seek regulatory resolution of jeopardy allocations as soon as possible.

9.4.3 When jeopardy code allocations are determined for that NPA, NANPA will issue a Planning Letter (PL) which will include the NPA relief date if known. The NANPA web site will also be updated with the approved jeopardy procedures.

## 9.5 Overview of Jeopardy Procedures

These procedures should remain in effect only until NPA relief has been implemented.

9.5.1 A base allocation of 'X' CO Codes will be assigned per month. The value of 'X' will be determined at the jeopardy meeting. Any part of the base allocation not assigned in a month will be available for assignment the following month. Until the local industry determines otherwise, the base allocation will be three codes per month.

9.5.2 Applicants may each submit requests up to the maximum of the codes allocated per month. Requests are to be specified as the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, et cetera choice per OCN. This maximum applies even if the applicant is requesting resources in pooled and non-pooled rate centers in an NPA and accounts for requests that are currently suspended

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<sup>62</sup> In pooling areas, the SP is responsible for resubmitting the application to the PA every month to maintain the priority status.

<sup>63</sup> In pooling areas, the SP is responsible for submitting a current MTE to the PA at the time the priority number is assigned an NXX.

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and held over to the next lottery. Additional requests submitted above the monthly allocation will automatically be denied.

9.5.3 Applications will be submitted to the CO Code Administrator upon dates determined by the CO Code Administrator or at the industry jeopardy meeting. However, in a pooling area, due date for applications may need to be established: one date for code requests to be submitted to the PA, and a second date for the PA to submit code requests to the Code Administrator.

9.5.4 Codes will be allocated as follows under the following situations:

9.5.4.1 If eligible requests received by the Code Administrator prior to the submission deadline are less than or equal to the number of codes available for assignment that month, then each request receives one NXX.

9.5.4.2 If eligible 1<sup>st</sup> choice requests received by the Code Administrator prior to the submission deadline are equal to the number of codes available for assignment that month, then each 1<sup>st</sup> choice request receives one NXX code. All remaining requests will be handled per the local industry decision(s) specified in section 9.4.1.

9.5.4.3 If eligible 1<sup>st</sup> choice requests received by the Code Administrator prior to the submission deadline are less than the number of codes available for assignment that month, then each 1<sup>st</sup> choice request will be granted. Remaining codes will be assigned via a lottery based on the next highest choice level if the number of requests is greater than the number of remaining codes. All remaining requests will be handled per the local industry decision(s) specified in section 9.4.1.

If eligible 1<sup>st</sup> choice requests received by the Code Administrator prior to the submission deadline are greater than the number of codes available for assignment that month, then a lottery will be used to determine which 1<sup>st</sup> choice requests receive a code assignment. All remaining requests will be handled per the local industry decision(s) specified in section 9.4.1.

9.6 Applying for Numbering Resources during Jeopardy

9.6.1.1 Code applicants, whether pool participants or the PA, must meet all assignment criteria set forth in Section 4.

9.6.1.2 SPs not participating in pooling shall submit applications to the Code Administrator.

9.6.1.3 The PA will forward any CO Code applications for SPs participating in pooling that have numbering needs that cannot be met by the existing pooled resources.



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- 9.6.1.4 If the MTE worksheet is missing, incomplete or does not meet the established criteria, the code request will be denied.
- 9.6.1.5 For codes reserved per Section 4.5: jeopardy cancels all code reservations. Code Administration will send a Part 3 response noting "code request denied per Section 9.6.1.5".
- 9.6.2 If a substantial number of codes are returned to NANPA, NANPA sends a notice to the industry indicating the number of CO codes returned and the impact to the NPA exhaust date. NANPA will schedule a conference call for the local industry to discuss possible changes such as the monthly allocation, replenishment of the pool, or a new exhaust date.

## **10.0 Maintenance of These Guidelines**

These guidelines are periodically updated to reflect changes in industry practices or national regulatory directives. Questions regarding these guidelines may be directed to:

NANPA Director  
46000 Center Oak Plaza, Building 10  
Sterling, VA 20166  
Tel: 571-434-5770  
Fax: 571-434-5502  
email: [john.manning@neustar.biz](mailto:john.manning@neustar.biz)  
<http://www.nanpa.com>

Requests for changes to these guidelines should be directed to the appropriate industry forum, currently the INC.

## **11.0 Responsibilities for Code Relief Planning**

This section identifies required code relief planning functions that are related to the CO code (NXX) assignment functions as specified in these guidelines. These functions are identified because they are currently performed in conjunction with code assignment. An objective of this function is to promote effective and efficient code utilization and thereby helps ensure the adequate supply of CO codes (NXX).

The CO Code Administrator(s), with the assistance of the PA where thousands-block number pooling has been implemented, shall be required to participate in the code relief planning process when and if necessary. The output of the planning process shall be made available to code holders, applicants and the industry by whatever means is appropriate.

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Relief planning functions included in this section are as follows:

- 11.1 Tracks CO code (NXX) assignments within NPAs to ensure effective and efficient utilization of numbering resources.
- 11.2 Works with the CO Code Administrator(s) with input from the PA to prepare the semi-annual North American Numbering Plan Numbering Resource Utilization/Forecast (NRUF) Report input as described in these guidelines and the Thousands-Block Number (NXX-X) Pooling Administration Guidelines and forwards the information to the NANPA. This function includes the following activities:
  - 11.2.1 Issues requests for, collects and compiles available information related to CO code (NXX) utilization and relief planning forecasts. Requests for semi-annual reported data should be made available, upon request, to local state regulatory authorities subject to appropriate confidentiality protections. Requests for carrier specific data shall be made available, upon request, to the PA who must protect proprietary and competitively sensitive information from public disclosure.<sup>64</sup>
  - 11.2.2 Investigates and resolves, wherever possible, any discrepancies in the information provided. The PA may assist when necessary.
  - 11.2.3 Any information released to the public would be released only on an aggregated or summary basis (See Section 9.1).
  - 11.2.4 State commissions shall have access to the disaggregated data submitted to the NANPA, provided that the state commission has appropriate protections in place (which may include confidentiality agreements or designation of information as proprietary under state law) that would preclude disclosure to any entity other than the NANPA or the Commission.<sup>65</sup>
- 11.3 Projects CO code (NXX) exhaust within NPAs in order to prepare for NPA relief activity. Monitors usage to declare jeopardy, if necessary.
- 11.4 Develops plans for NPA relief and initiates implementation efforts, in both normal and jeopardy situations (Refer to Section 9.3). Facilitates NPA-specific final jeopardy procedures as needed. When the need for code relief is identified and relief activity is

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<sup>64</sup> The NRUF Report is required semi-annually per FCC 00-104, § 52.15 (6) (I).

<sup>65</sup> FCC 00-104, ¶ 75; ¶ 81; § 52.15 (f) (7).

<sup>66</sup> FCC 00-104, ¶ 81; § 52.15 (f) (7).

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initiated, advises all parties affected by NPA relief activities and includes them in the planning effort.<sup>67</sup>

- 11.5 Collects, compiles and forwards the necessary information to NANPA for the purpose of obtaining an NPA assignment when it is determined that a new NPA code is required to accommodate relief.
- 11.6 Obtains endorsement of NPA relief plan from appropriate regulatory authority(ies), where necessary.
- 11.7 Develops dialing plan alternatives within local jurisdictions.
- 11.8 Provides assistance to users of numbering resources and suggests alternatives, when possible, that will optimize numbering resource utilization.
- 11.9 Prepares and issues information related to reports for special information requests and scheduled periodic reports that relate to utilization of numbering resources.

## **12.0 Appeals and Safety Valve Process**

### 12.1 Appeals Process

Disagreements may arise between the CO Code Administrator(s) and code holders/applicants/PA in the context of the administration of these guidelines. In all cases, the CO Code Administrator(s) and code holders/applicants will make reasonable, good faith efforts to resolve such disagreements among themselves consistent with the guidelines prior to pursuing any appeal. Appeals may include but are not limited to one or more of the following options:

- A. The code holder/applicant will have the opportunity to resubmit the matter to the administrator(s) for reconsideration with or without additional input.
- B. Guidelines interpretation/clarification questions may be referred to the body responsible for maintenance of the guidelines. Unless otherwise mutually agreed to by the parties, these questions will be submitted in a generic manner protecting the identity of the appellant.
- C. The CO Code Administrator(s) and code holders/applicant may pursue the disagreement with the appropriate governmental/regulatory body.

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<sup>67</sup> A document, "NPA Code Relief Planning and Notification Guidelines" (INC 97-0404-016), addresses the notification process after it has been decided that NPA relief is needed and when that relief must take place.

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- D. Concerning NRUF Reporting, if the NANPA identifies any significant inconsistencies or anomalies in a carrier's data, the NANPA shall inform the submitting carrier of its findings, after which the carrier shall have five days to explain the inconsistencies or anomalies (to be defined by NANC), or to resubmit the data. If, after the discussions with a carrier, the NANPA preliminarily concludes that the carrier's data are insufficient, then the NANPA shall report that preliminary conclusion to the commission in the state where the carrier is providing service, and to the FCC's Common Carrier Bureau. The states have the authority to make a determination on the validity of the data and to instruct the carrier on how any deficiencies should be remedied. The NANPA shall assign no additional resources to that carrier until the appropriate state commission has resolved all questions regarding the inconsistency or anomaly.<sup>68</sup> Resolution by the state commission is expected in an expeditious manner.
- E. In cases where the NANPA has withheld numbering resources from any U.S. carrier that fails to provide its utilization and forecast information, NANPA shall notify the carrier in writing and allow ten days<sup>69</sup> for the carrier to either provide the report or show that it has already done so.
- F. In cases where the NANPA has withheld numbering resources from a carrier that does not demonstrate that it is both authorized and prepared to provide service before receiving initial numbering resources, the NANPA must notify the carrier of its decision within ten days of receiving the request. Carriers disputing the NANPA's decision to withhold initial numbering resources upon a finding of noncompliance may appeal the NANPA's decision<sup>70</sup> to the appropriate state commission for resolution.

Requests for modification of the guidelines can be pursued as described in Section 10 of the guidelines.

Reports on any resolution resulting from the above options, the content of which will be mutually agreed upon by the involved parties, will be forwarded to the body responsible for the maintenance of the guidelines. At a minimum the report will contain the final disposition of the appeal, e.g., whether or not a code was assigned.

## 12.2 Safety Valve Process

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<sup>68</sup> FCC 00-104, ¶ 54.

<sup>69</sup> FCC 00-104, ¶ 84.

<sup>70</sup> FCC 01-362 § 52.15 (g) (4).

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SPs disputing the NANPA/PA's decision to withhold initial numbering resources upon a finding of noncompliance may appeal the NANPA/PA's decision to the appropriate state commission for resolution.

The state commission may affirm, or may overturn, the NANPA/PA's decision to withhold numbering resources from the SP based on its determination that the SP has complied with the reporting and numbering resource application requirements.

The state commission also may overturn the NANPA/PA's decision to withhold numbering resources from the SP based on its determination that the SP has demonstrated a verifiable need for numbering resources and has exhausted all other available remedies.<sup>71</sup>

If a state does not reach a decision on a safety valve request within a reasonable timeframe, SPs may submit such requests to the FCC for resolution. In addition, SPs may appeal to the FCC safety valve decisions made by states.

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<sup>71</sup> FCC 00 429, § 52.15 (g) (5).

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**13.0 Glossary**

Activation Deadline	Six months from the original effective date returned on the Part 3 and entered on the ACD screen in BIRRDS. A Part 4 should be returned to NANPA by this date.
Active Code	A code assigned by the CO Code Administrator and implemented in the PSTN for specific routing and rating requirements as of the LERG Routing Guide effective date.
Additional NXX Code Assignment for Growth	A code assigned to a rate center subsequent to the assignment of the first code (See Initial Code), for the same purpose as a code that was previously assigned to the same rate center. A "Growth Code" is requested when the line numbers available for assignment in a previously assigned NXX code will not meet expected demand.
Affected Parties	Affected parties are a) those entities that have applied for and/or received central office code (NXX) assignments or reservations within the NPA per Section 4.0 of these Guidelines; b) all interested members of the industry within the affected NPA.
Administrative Numbers	Administrative numbers are numbers used by telecommunications carriers to perform internal administrative or operational functions necessary to maintain reasonable quality of service standards. Examples of administrative numbers are: Test numbers, employee/official numbers, Location Routing Numbers, Temporary Local Directory Numbers, soft dial tone numbers and wireless E911 (ESRD/ESRK) numbers. (FCC 00-104, § 52.15 (f) (1) (i))
Administrative Operating Company Number (AOCN)	A four character numeric or alphanumeric that identifies the administrator of one (or more) data record contained in BIRRDS. Numeric/alphanumeric AOCNs are determined by Operating Company Number (OCN) assignment. The AOCN further identifies the entity authorized by the code holder to input and maintain data

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into BIRRDs.

**Aging Numbers**

Aging numbers are disconnected numbers that are not available for assignment to another end user or customer for a specified period of time. Numbers previously assigned to residential customers may be aged for no more than 90 calendar days. Numbers previously assigned to business customers may be aged for no more than 365 days. (FCC 00-104 §52.15 (f)(1) (ii). See Erratum in CC Docket 99-200, released July 11, 2000).

An aging interval includes any announcement treatment period as well as the vacant telephone number intercept period. A number is disconnected when it is no longer used to route calls to equipment owned or leased by the disconnecting subscriber of record.

**Applicant/Code Applicant**

Service providers who submit a Central Office Code Request to the CO Code Administrator for the purpose of being assigned a CO Code for their use. In thousands-block telephone number pooling, the Pooling Administrator is authorized to apply for the assignment of CO Codes as outlined in section 4.1.2.2 of these guidelines.

**Assigned Numbers**

Assigned numbers are numbers working in the PSTN under an agreement such as a contract or tariff at the request of specific end users or customers for their use, or numbers not yet working but having a customer service order pending. Numbers that are not yet working and have a service order pending for more than five calendar days shall not be classified as assigned numbers (FCC 00-104, § 52.15 (f) (1) (iii)).

**Available Numbers**

Available numbers are numbers that are available for assignment to subscriber access lines, or their equivalents, within a switching entity or point of interconnection and are not classified as assigned, intermediate, administrative, aging, or reserved. Available numbers is a residual category that can be calculated by subtracting a sum of numbers in the assigned, reserved, intermediate, aged, and administrative primary categories from the total of

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Audit	<p>numbers in the inventory of a code or block holder (FCC 00-104, § 52.15 (f) (1) (iv))</p> <p>The accumulation and evaluation of evidence about documented information of an auditee to determine and report on the degree of compliance with INC industry guidelines.</p>
Auditee	The SP/NANPA/PA that is the subject of an audit.
Auditor	<p>The FCC Common Carrier Bureau's Audits Branch of the Accounting Safeguards Division or its other designated agents perform audits of US numbering resources. (FCC 00-429 ¶ 90). State Commissions also may conduct audits. (FCC 01-362 ¶101).</p>
Authorized Representative of an Applicant	<p>The person from the applicant's organization or its agent that has the legal authority to take action on behalf of the applicant.</p>
BIRRDs	<p>The Telcordia™ Business Integrated Routing and Rating Database System contains data in the routing and rating of calls. Contains a complete description of all Local Exchange Companies' networks in the NANP Area and pertinent information relating to the networks of other code holders. This provides information for, (1) message routing, (2) common channel signaling call setup routing, and (3) operator service access routing. Data supports all CO Codes assigned through these Guidelines, as well as all CO Codes in place prior to the existence of these Guidelines, and covers all Numbering Plan Areas (NPAs) administered under the North American Numbering Plan (NANP).</p>
Central Office (CO) Code	<p>The sub-NPA code in a TN, i.e., digits D-E-F of a 10-digit NANP Area address. Central office codes are in the form "NXX," where N is a number from 2 to 9 and X is a number from 0 to 9. Central office codes may also be referred to as "NXX codes." (47 C.F.R. § 52.7(c))</p>
CLLI™	<p>A CLLI™ <i>Location Identification Code</i> is an eleven-character alphanumeric descriptor used to identify switches, points of interconnection, and other categories of telephony network elements and their locations. Companies that are licensees of Telcordia™ COMMON</p>



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LANGUAGE<sup>®</sup> Products can refer questions to their company's COMMON LANGUAGE Coordinator. If you do not know if you are a licensee, do not know your Coordinator, or are a licensee with questions regarding CLLI, call the COMMON LANGUAGE Hotline, 877-699-5577. Alternatively, or if you are *not* a licensee, you may obtain further information at [www.commonlanguage.com](http://www.commonlanguage.com). (COMMON LANGUAGE is a registered trademark and CLLI is a trademark of Telcordia Technologies, Inc.)

CO Code (NXX) Exhaust	A point in time at which the quantity of TNs within existing CO codes (NXX) which are "Available for Assignment" equals zero within a switching entity/POI or, conversely, when the quantities of "TNs Unavailable for Assignment" equal 10,000 times the quantity of existing CO codes (NXX) assigned to a switching entity/POI. Where CO code sharing occurs or partial CO codes are assigned to a switching entity/POI, the latter number should be adjusted accordingly.
Certify/Certification	The authorization of a carrier by a regulator to provide a telecommunications service in the relevant geographic area. FCC § 52.15 (g) requires that applications for initial numbering resources include evidence that the applicant is authorized to provide service in the area for which numbering resources are being requested.
CO Code Administrator	Entity(ies) responsible for the administration of the NXXs within an NPA.
Code Activation	See Active Code.
Code Holder	An assignee of a full NXX code which was allocated by the CO Code Administrator. Where the Code Holder is participating in thousands-block number pooling, the Code Holder becomes a LERG Assignee at the Block Donation Date.
Code Protection	Code protection is an arrangement where a central office code assigned in one NPA is not assigned in an adjacent NPA, thereby becoming protected to allow 7-digit dialing across the common boundary.
Conservation	Consideration given to the efficient and effective use of a

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	finite numbering resource in order to minimize the cost and need to expand its availability in the introduction of new services, capabilities and features.
Contamination	Contamination occurs when at least one telephone number within a thousands-block of telephone numbers is not available for assignment to end users or customers. Blocks contaminated up to and including 10 percent are eligible for donation. For purposes of this provision, a telephone number is "not available for assignment" if it is classified as administrative, aging, assigned, intermediate, or reserved as defined in FCC rules (FCC 00-104, §52.7 (h)).
Dealer Numbering Pools	Numbers allocated by a service provider to a retail dealer for use in the sale and establishment of service on behalf of that service provider. See the definition of "Intermediate Numbers" below (FCC 00-104, ¶ 20).
Effective Date	The date by which routing and rating changes within the PSTN must be complete for the assigned thousands-block or the assigned CO Code. Also, the date by which the thousands-block becomes an active block. (Also referred to as "the LERG Routing Guide effective date.")
Employee/Official Number	A number assigned by a service provider for its own internal business purposes. See "Administrative Numbers" definition.
INC	Industry Numbering Committee, a standing committee of the Alliance for Telecommunications Industry Solutions (ATIS) that provides an open forum to address and resolve industry-wide issues associated with the planning, administration, allocation, assignment and use of numbering resources and related dialing considerations for public telecommunications within the North American Numbering Plan (NANP) area.
(Industry) Inventory Pool	Used in thousands-block number pooling to describe a reservoir of unassigned thousands-blocks administered by the Pooling Administrator for purposes of assignment to certified service providers participating in thousands-block number pooling.

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Initial Code	The first geographic NXX code assigned in a unique rate center.
In Service	A code or block for which local routing information has been input to the LERG Routing Guide <u>and</u> the carrier has begun to activate and assign numbers within the NXX code or NXX-X block to end users (FCC 00-104, ¶240).
Interchangeable NPAs	Refers to an industry plan to expand substantially the supply of Numbering Plan Area codes (NPAs) in January 1995, by removing the restriction that the second digit of the NPA must be a 0 or 1.
Intermediate Numbers	Intermediate numbers are numbers that are made available for use by another telecommunications carrier or non-carrier entity for the purpose of providing telecommunications service to an end user or customer. Numbers ported for the purpose of transferring an established customer's service to another service provider shall not be classified as intermediate numbers (FCC 00-104, § 52.15 (f) (1) (v)).
Inventory	The term "inventory" refers to all telephone numbers distributed, assigned or allocated: (1) To a service provider, or (2) To a pooling administrator for the purpose of establishing or maintaining a thousands-block number pool (FCC 00-104, § 52.7 (j)).
Jeopardy	A jeopardy condition exists when the forecasted and/or actual demand for NXX resources will exceed the known supply during the planning/implementation interval for relief.
LATA (Local Access and Transport Area)	Also referred to as service areas by some BOCs, a LATA serves two basic purposes: to provide a method for delineating the area within which the BOCs may offer services and, to provide a basis for determining how the assets of the former Bell System were to be divided between the BOCs and AT&T at divestiture.
LERG™ Routing Guide	The Telcordia™ LERG™ Routing Guide contains information about the local routing data obtained from the

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	BIRRDs. This information reflects the current network configuration and scheduled network changes for all entities originating or terminating PSTN calls within the NANP.
Location Routing Number (LRN)	The ten-digit (NPA-NXX-XXXX) number assigned to a switch/POI used for routing in a permanent local number portability environment. See "Administrative Numbers" definition.
Major Vertical Coordinate	A five-digit number used with the Vertical Coordinates and Horizontal Coordinates to pinpoint the location of a rate center. The Vertical and Horizontal Coordinates can be used to calculate mileage measurements between two rate centers that is used to determine the appropriate mileage rates in determining the charge for message telephone service calls.
Minor Vertical Coordinate	A five-digit number used with the Vertical Coordinates and Horizontal Coordinates to pinpoint a more specific location. The Minor Vertical and Horizontal Coordinates can be used to divide rate centers into zones for more specific distance calculations. Most often used to rate interstate messages when straight distance between the calling and called point is less than forty miles.
Months to Exhaust (MTE)	A calculation that is used by SPs to document the need for an additional code or block as follows:  $\text{TNs Available for Assignment divided by Average Monthly Growth Rate}$ <p>A calculation used by the PA to document the need for an additional CO Code as follows:   <math display="block">\text{Blocks Available for Assignment divided by Average Monthly Growth Rate}</math></p>
NANP (North American Numbering Plan)	A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
NANPA (North	With divestiture, key responsibilities for coordination and

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American Numbering Plan Administration)	administration of the North American Numbering/Dialing Plans were assigned to NANPA. These central administration functions are exercised in an impartial manner toward all industry segments while balancing the utilization of a limited resource.
NANP Area	Consists of the United States, Canada and the Caribbean countries (American Samoa, Anguilla, Antigua, Bahamas, Barbados, Bermuda, British Virgin Islands, Canada, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Montserrat, St. Kitts & Nevis, St. Lucia, St. Vincent & Grenadines, Turks & Caicos Islands, Trinidad & Tobago, and the United States (including Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands).
Newly Acquired Numbers	“ <i>Newly acquired numbers</i> ” are those that have been activated within the LERG Routing Guide, and thus are available for assignment, within the preceding 90 days of reporting utilization. <i>Newly acquired</i> numbering resources may be excluded from the calculation of utilization level (FCC CFR 52.15(g)(3)(ii)).
North American Numbering Plan Numbering Resource Utilization/Forecasting (NRUF) Report	The NANPA gathers forecast and utilization information to monitor and project exhaust in individual NPAs/area codes as well as in the NANP overall. This semi-annual report includes number utilization information as well as a five-year forecast of demand by year. Pooling carriers report at the thousands-block level per rate center. Non-pooling carriers report at the Central Office Code level per rate center. For more detailed information, see the NRUF Reporting Guidelines.
NPA	Numbering Plan Area, also called area code. An NPA is the 3-digit code that occupies the A, B, and C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form N0/1X, where N represents the digits 2-9 and X represents any digit 0-9. After 1/1/95, NPAs will be of the form NXX. In the NANP, NPAs are classified as either geographic or non-geographic.
	a) <u>Geographic NPAs</u> are NPAs which correspond to discrete geographic areas within the NANP Area.

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- a) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

NPA Code Relief	NPA code relief refers to an activity that must be performed when an NPA nears exhaust of its 792 NXX capacity. Options for relief are described in Section 6.0 of the NPA Code Relief Planning & Notification Guidelines.
NPA Relief Date	The date by which the NPA is introduced and routing of normal commercial traffic begins.
OCN	An Operating Company Number (OCN) is a four place alphanumeric code that uniquely identifies providers of local telecommunications service. OCN assignments are required of all SPs in their submission of utilization and forecast data (FCC 00-104, ¶ 41 and Public Notice DA 00-1549). Relative to CO Code assignments, NECA assigned Company Codes may be used as OCNs. Companies with no prior CO Code or Company Code assignments contact NECA (800 524-1020) to be assigned a Company Code(s). Since multiple OCNs and/or Company Codes may be associated with a given company, companies with prior assignments should direct questions regarding appropriate OCN usage to the Telcordia™ Routing Administration (TRA) on 732 699-6700.
Point of Interconnection (POI)	The physical location where an SP's connecting circuits interconnect for the purpose of interchanging traffic on the PSTN.
Pooling Administrator (PA)	The term Pooling Administrator refers to the entity or entities responsible for administering a thousands-block number pool (FCC 00-104, § 52.7 (g)).
Pool Start/Allocation Date	The date the PA may start allocating thousands-blocks from the industry inventory pool to SPs. This is also the start date for SPs to send requests for thousands-blocks to the PA.

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Premature Exhaust	<p>(When referring to NANP): Premature exhaust means the exhaust of NANP resources (i.e., requires expansion beyond the 10-digit format) much sooner than the best industry projections. The NANP is expected to meet the numbering needs of the telecommunications industry well into the 21<sup>st</sup> century (i.e., a minimum of 25 years).</p> <p>(When referring to NPA): Premature exhaust is when a specific date for NPA relief has been established and the NPA is projected to exhaust prior to that date.</p>
Private Networks	Private networks are composed of stations which are not directly accessible from all PSTN stations via the use of NANP E.164 numbers.
Public Switched Telephone Network (PSTN)	The PSTN is composed of all transmission and switching facilities and signal processors supplied and operated by all telecommunications common carriers for use by the public. Every station on the PSTN is capable of being accessed from every other station on the PSTN via the use of NANP E.164 numbers.
Rate Area	Denotes the smallest geographic area used to distinguish rate boundaries.
Reassignment	In a pooling environment, reassignment refers to the process of reestablishing the assignment of a thousands-block, which was previously assigned to another SP or to a new SP. Reassignment may also mean the transfer of a working or assigned NXX from one switching entity/POI to another.
Reclamation	Reclamation refers to the process by which service providers are required to return numbering resources to the NANPA (FCC 00-104, § 52.15 (i) (1)).
Reporting Carrier	Refers to a telecommunications carrier that receives numbering resources from the NANPA, a Pooling Administrator or another telecommunications carrier. (FCC 00-104, § 52.15 (f) (2)).
Reseller	An SP which purchases facilities and/or services from another SP for resale. Also, see "Intermediate Numbers"

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above.

Reserved CO Codes	<p>A reserved code is an NXX code that has been temporarily set aside for an applicant for future use, and is, therefore, not to be immediately activated. Code reservation may be used, for example, by new entrants who need to prepare their switches before they are ready to offer service to subscribers.</p> <p>In addition, a reserved code is an NXX code that has been set aside for potential future use but is not associated with any specific applicant. For example, an NXX code which is identical to the home NPA, although theoretically assignable, is considered "reserved" for use only as a last resort.</p>
Reserved Numbers	<p>Reserved numbers are numbers that are held by service providers at the request of specific end users or customers for their future use. Numbers held for specific end users or customers for more than 180 calendar days shall not be classified as reserved numbers (FCC 00-429, § 52.15 (f) (1) (vi)).</p>
Service Provider	<p>The term "service provider" refers to a telecommunications carrier or other entity that receives numbering resources from the NANPA, a Pooling Administrator or a telecommunications carrier for the purpose of providing or establishing telecommunications service (FCC 00-104, § 52.5 (i)).</p>
Soft Dial Tone Numbers	<p>Numbers that permit restricted dialing, such as calling emergency services and sometimes receive incoming calls (FCC 00-104, ¶ 33). See "Administrative Numbers" definition.</p>
Switching Entity	<p>An electromechanical or electronic system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating PSTN calls. A single switching system may handle several Central Office (CO) codes.</p>
Technical Requirement, Reason, Limitation or Constraint	<p>A limitation of the Point of Interconnection or Switching Entity where an existing code, a thousands-block, and/or numbers cannot be used for designated network routing</p>



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	and/or rating of PSTN calls. Examples that constitute “technical constraint” include limitations on a switch, network element, or planning constraint, CPE limitations or unique AIN Triggers.
Temporary Local Directory Number (TLDN)	A number dynamically assigned on a per call basis by the serving wireless service provider to a roaming subscriber for the purpose of incoming call setup. See “Administrative Numbers” definition.
Terminating Point Master	The TPM contains all the active NPA and CO code (NXX) combinations in the NANP and for each of these points the following is provided: Major Vertical and Horizontal coordinates, LATA/LATA-like code, LATA sub-zone code, RAO code, place and state, province or country name abbreviation, and time zone indicator.
Test Number	A TN assigned for inter- and intra-network testing purposes. See “Administrative Numbers” definition.
Thousands-block	A range of one thousand TNs within an NPA-NXX beginning with X000 and ending with X999, where X is a value from 0 to 9.
Thousands-block (NXX-X) Number Pooling	Thousands-block number pooling is a process by which the 10,000 numbers in a central office code (NXX) are separated into ten sequential blocks of 1,000 numbers each (thousands-blocks), and allocated separately within a rate center (FCC 00-104, § 52.20 (a)).
Type 1 Interconnection Service Provider	A wireless SP that utilizes Type 1 (trunk side with line treatment) interconnection with another SP’s end office switch.
Unassignable Code	An unassignable code is an NXX code designated by the administrator which will not be made available for assignment to any code applicant. For example, the code “911” will not be assigned as a central office code so as to avoid potential conflict with emergency services.
Utilization Level	The <i>utilization</i> level in a given geographic area (NPA or rate center) is calculated by dividing all <i>assigned numbers</i> (numerator) by total numbering resources assigned to that carrier in the appropriate geographic region

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(denominator), and multiplying the result by 100.

Wireless E911  
ESRD/ESRK Number

A 10-digit number used for the purpose of routing an E911 call to the appropriate Public Service Answering Point (PSAP) when that call is originating from wireless equipment. The Emergency Services Routing Digit (ESRD) identifies the cell site and sector of the call origination in a wireless call scenario. The Emergency Services Routing Key (ESRK) uniquely identifies the call in a given cell site/sector and correlates data that is provided to a PSAP by different paths, such as the voice path and the Automatic Location Identification (ALI) data path. Both the ESRD and ESRK define a route to the proper PSAP. The ESRK alone, or the ESRD and/or Mobile Identification Number (MIN), is signaled to the PSAP where it can be used to retrieve from the ALI database, the mobile caller's call-back number, position and the emergency service agencies (e.g., police, fire, medical, etc.) associated with the caller's location. If a NANP TN is used as an ESRD or ESRK, this number cannot be assigned to a customer. See "Administrative Numbers" definition.