

ORIGINAL
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July 13, 2000

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

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RECORDS & REPORTING
JUL 13 2000
F.P.S.C.

Re: Docket No. 000731-TP (AT&T Arbitration)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of Supplement to BellSouth Telecommunications, Inc.'s Response to Petition for Arbitration of AT&T Communications of the Southern States, Inc. and TCG South Florida, which we ask that you file in the captioned docket.

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

Sincerely,

Lisa S. Foshee

APP _____ ec: All Parties of Record
CAF _____
CMP Dowd Marshall M. Criser III
COM _____ R. Douglas Lackey
CTR _____ Nancy B. White
ECR _____
LEG 2 _____
OPC _____
PAI _____
RGO _____
SEC T _____
SER _____
OTH _____

DOCUMENT NUMBER + DATE

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F.P.S.C.-RECORDS/REPORTING

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FPSC-BUREAU OF RECORDS

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition by AT&T Communications of the)
Southern States, Inc. and TCG South Florida for arbitration) Docket No. 000731-TP
of certain terms and conditions of a proposed agreement) Filed: 07/13/00
with BellSouth Telecommunications, Inc. pursuant to)
47 U.S.C. § 252.)

)
)

SUPPLEMENT TO BELLSOUTH TELECOMMUNICATIONS, INC.'S
RESPONSE TO PETITION FOR ARBITRATION OF AT&T
COMMUNICATIONS OF THE SOUTHERN STATES, INC.
AND TCG SOUTH FLORIDA

BellSouth Telecommunications, Inc. ("BellSouth") hereby files a supplement to its Response to the Petition for Arbitration of AT&T Communications of the Southern States, Inc. and TCG of South Florida (collectively "AT&T"). After BellSouth filed its timely response on July 11, 2000, it learned that due to a copying error, several pages of Attachment 2 of BellSouth's proposed interconnection agreement were missing. Specifically, it appears that pages 26, 28, 34, 49, 51, 54, 56, 57, 62 and 65 were inadvertently omitted from the filing. To ensure that the parties and the Commission have a complete copy of Attachment 2, BellSouth is filing the missing pages herewith.

This 13th day of July, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

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carrying capacity of the loop facility? If so, what are they and where are they located? Can it be removed and replaced with copper facilities?

What are the working and total length of the loop and how many feet of each wire gauge make up the length of the working loop?

Are there bridge taps on the loop? If so, what are the locations, length and gauge of each? Can they be removed?

What is the total loop resistance measured in ohms?

How many "disturbers" are present within the same binder group in which the loop (under consideration) is located and what is the nature of each disturber? These disturbers are inclusive of but not limited to those listed in T1.413 Issue 2.

How many "disturbers" are present within the same cable and what is the nature of each? These disturbers are inclusive of but not limited to those listed in T1.413 Issue 2.

What loop design strategy was used for the loop? (e.g., Resistance Design (RD), Long-Route Design (LRD) or Unigauge (UG), which were largely employed prior to 1980, and Revised Resistance Design (RRD), Modified Long-Route Design (MLRD) and Concentrated Range Extender with Gain (CREG) which are employed primarily on a going-forward basis.)

BellSouth, within thirty (30) days of the Effective Date of this Agreement, shall disclose to AT&T all loop qualification data that is used or useful for understanding the transmission characteristic of a loop, irrespective of whether or not the retail operations of BellSouth or to the advanced services affiliate of BellSouth currently utilizes such information. BellSouth shall, at the same time, identify what information is maintained in electronic versus hard copy media. To the extent multiple sources of the same information exist, BellSouth shall identify the most reliable source. Information disclosure shall not be limited to that necessary to answer the preceding questions. For example, to the extent BellSouth keeps records that may permit AT&T to understand the quality of the loop, such records must be identified, including any overall quality indicator that may be retained with the loop record, even if it is subjective in nature. Likewise any baseline test results recorded for the loop and/or any history of trouble tickets logged for the loop under consideration should be identified. Within thirty (30) days of

Where BellSouth is line sharing, convert the local voice portion to AT&T UNE-P and, as part of the same transaction, discontinue the advanced service.

Where AT&T seeks to add advanced service capability to a UNE loop leased by AT&T, whether on a stand alone basis or as part of UNE-P, install a line splitter to deliver the HFS (data) loop to the AT&T designated POI, perform any necessary conditioning, and perform any operational support as directed by AT&T. AT&T, at its option, may issue the order(s) to provide the advanced services capability or AT&T may issue the orders through an authorized Advanced Services Provider.

Change the AT&T designated POI for the advanced service capability. AT&T, at its option, may issue the necessary order(s) to change the HFS (data) POI location, or AT&T may provide the advanced services capability through an authorized Advanced Services Provider.

Add voice capability, where none currently exists, to a loop where only the high frequency spectrum is used for service delivery. BellSouth shall provide the capability to utilize the telephone number of any voice line currently provided by BellSouth to the retail customer at that same location, provided the retail customer disconnects the associated BellSouth line with that telephone number, and AT&T provides service, via UNE-P from the same central office. As part of the conversion order, BellSouth shall redirect billing of the loop UNE from the Advanced Services Provider to AT&T.

BellSouth shall provide AT&T with the advanced opportunity to test all newly instituted or revised ordering capabilities in conjunction with its own internal systems through a separate testing environment that fully reflects the functionality that will be deployed in commercial market operations. Such testing will be provided in accordance with Attachment 7 of this Agreement.

To the extent necessary, AT&T and BellSouth will develop a mutually agreeable methodology for conveying Connecting Facility Assignments (CFAs) for the advanced services equipment deployed in collocation space for those instances where AT&T, rather than an authorized Advanced Services Provider, is providing the advanced services capability.

PROVISIONING

5.1.2 Inside Wire. Inside wire is defined as all loop plant owned by BellSouth on end user customer premises as far as the point of demarcation as defined in 47 C.F.R. § 68.3, including the loop plant near the end user customer premises. AT&T may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the single point of interconnection, the pedestal, or the pole.

5.1.3 Subloop elements include, but are not limited to, the following: Distribution, including inside wire; Concentration Multiplexing Functionality; and Feeder.

5.2 **Subloop Distribution – DISAGREE**

BST PROPOSAL:

Subloop Distribution

Definition

Subloop Distribution is that portion of the loop between an accessible terminal on the end user side of an FDI, and the end user's point of demarcation. An accessible terminal is a point on the loop where the sub-loop can be accessed without removing a splice case. Subloop Distribution can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a Network Interface Device ("NID"), a minimum point of entry ("MPOE"), or single point of interconnection ("SPOI") on a multi-unit premises which is constructed by BellSouth pursuant to Section 5.2.5 below. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits up to and including the end user's demarcation point.

Subloop Distribution will be copper twisted pair.

If AT&T requests a copper twisted distribution pair and it is not available, AT&T may use the Special Construction process to determine the cost of providing the copper facilities.

Requirements for Subloop Distribution

Subloop distribution shall be capable of carrying all signaling messages or tones that are technically feasible for media copper facilities.

- 6.4.6 The regional service order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Customized Carrier Routing Order Request-Form A, Central Office AIN Customized Carrier Routing Order Request-Form B, AIN_SCR Central Office Identification Form-Form C, AIN_SCR Routing Options Selection Form-Form D, and Routing Combinations Table-Form E. BellSouth has thirty (30) days to respond to the client's fully completed firm order as a regional service order. With the delivery of this firm order response to AT&T, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the regional service order payment must be paid when at least 90% of the central offices listed on the original order have been turned up for the service.
- 6.4.7 The non-recurring end office establishment charge will be billed to AT&T following BellSouth's normal monthly billing cycle for this type of order.
- 6.4.8 End user establishment orders will not be turned-up until the second payment is received for the regional service order. The non-recurring end user establishment charges will be billed to AT&T following BellSouth's normal monthly billing cycle for this type of order.
- 6.4.9 Additionally, the AIN customized carrier routing per query charge will be billed to AT&T following the normal billing cycle for per query charges.
- 6.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc., will be billed accordingly per contracted rates.] [OPEN- AT&T]
- 6.5 **[Line Class Code Customized (Selective) Carrier Routing**
- 6.5.1 **BellSouth will provide line class codes customized carrier routing at the request of AT&T. Line class code customized carrier routing will provide AT&T with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to preselected destinations.] [OPEN-AT&T/BST]**
- 6.6 Technical Requirements

- 6.6.11.3 Related services for handicapped;
- 6.6.11.4 Soft dial tone where required by law; and
- 6.6.11.5 Any other service required by law.
- 6.6.12 BellSouth shall provide Switching Service Point ("SSP") capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch ("STPS"). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 6.6.13 BellSouth shall provide interfaces to adjuncts in accordance with the technical specifications set forth in the applicable industry standard technical references. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 6.6.14 BellSouth shall provide performance data regarding an end user line, traffic characteristics or other measurable elements to AT&T, upon a reasonable request from AT&T. AT&T will pay BellSouth for all costs incurred to provide such performance data through the process set forth in Section 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 6.6.15 BellSouth shall offer to AT&T all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical specifications set forth in the applicable industry standard technical references. Triggers that are currently available include:
 - 6.6.15.1 Off-Hook Immediate,
 - 6.6.15.2 Off-Hook Delay,
 - 6.6.15.3 Termination Attempt,
 - 6.6.15.4 3/6/10 Public Office Dialing Plan,
 - 6.6.15.5 Feature Code Dialing,
 - 6.6.15.6 Customer Dialing Plan.
- 6.6.16 When additional triggers are supported by BellSouth, BellSouth will make these triggers available to AT&T:
 - 6.6.16.1 Private EAMF Trunk,
 - 6.6.16.2 Shared Interoffice Trunk (EAMF, SS7),

- 6.9.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 6.9.6 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 6.9.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 6.9.6.2 There are no spare copper loops capable of supporting the xDSL services AT&T seeks to offer;
 - 6.9.6.3 BellSouth has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the AT&T obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319(b); and
 - 6.9.6.4 BellSouth has deployed packet switching capability for its own use.
- 6.9.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

7. **Operator Service and Directory Assistance Service**

7.1 **DISAGREE**

BST PROPOSAL:

BellSouth shall provide operator services and directory assistance on an unbundled basis at the rates set forth in Exhibit __ only where BellSouth does not offer to AT&T customized (selective) routing or compatible signaling protocol. In cases where AT&T requests operator services and directory assistance and BellSouth offers customized (selective) routing, BellSouth and AT&T will negotiate the rates, terms and conditions of said operator services and directory assistance services.

AT&T PROPOSAL:

7.2.2.2 Requirements

- 7.2.2.2.1 When AT&T requests BellSouth to provide Operator Services, the following requirements apply:**
- 7.2.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.**
- 7.2.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.**
- 7.2.2.2.1.3 BellSouth shall process calls that are billed to AT&T end user's calling card that can be validated by BellSouth.**
- 7.2.2.2.1.4 BellSouth shall complete person-to-person calls.**
- 7.2.2.2.1.5 BellSouth shall complete collect calls.**
- 7.2.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.**
- 7.2.2.2.1.7 BellSouth shall complete station-to-station calls.**
- 7.2.2.2.1.8 BellSouth shall process emergency calls.**
- 7.2.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.**
- 7.2.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.**
- 7.2.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.**
- 7.2.2.2.1.12 BellSouth shall adhere to equal access requirements, providing AT&T local end users the same IXC access as provided to BellSouth end users.**
- 7.2.2.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to AT&T that BellSouth provides for its own operator service.**
- 7.2.2.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.**
- 7.2.2.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by AT&T.**

7.2.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to AT&T in accordance with CLEC ODUF standards specified in Attachment 6 of this Agreement, incorporated herein by this reference.

7.2.2.3 Interface Requirements

7.2.2.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of AT&T, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

7.2.3 Directory Assistance Service

7.2.3.1 Definition

7.2.3.1.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

7.2.3.2 Requirements

7.2.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by AT&T's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, AT&T may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

7.2.3.3 Directory Assistance Service Updates

7.2.3.3.1 BellSouth shall update end user listings changes daily. These changes include:

7.2.3.3.1.1 New end user connections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users;

7.2.3.3.1.2 End user disconnections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users; and

- 8.3.1.4.6 When requested by AT&T, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 8.3.1.4.7 When physical diversity is requested by AT&T, BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T). BellSouth shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that AT&T employs or until such time that AT&T notifies BellSouth that physical diversity is no longer required.
- 8.3.1.4.8 Upon AT&T's request, BellSouth shall provide nondiscriminatory performance monitoring and alarming.
- 8.3.1.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 8.3.1.4.9.1** ~~[SONET standard interface rates in accordance with the applicable industry standard technical references.]~~ [OPEN-AT&T]
- 8.3.1.4.9.2** ~~[SDH Standard interface rates in accordance with International Telecommunications Union ("ITU") Recommendation G.707 and Plesiochronous Digital Hierarchy ("PDH") rates per ITU Recommendation G.704.]~~ [OPEN-AT&T]
- 8.3.1.4.10 When Dedicated Transport is provided as a system, BellSouth shall design the system according to BellSouth's ~~[AT&T's]~~ network infrastructure to allow for the termination points specified by AT&T.
[OPEN-AT&T]
- 8.3.1.4.11** ~~[Upon AT&T's request, BellSouth shall provide AT&T with electronic provisioning control of AT&T rings. As system development allows, BellSouth shall provide this functionality in other transport systems (e.g., linear transport systems.)]~~ [OPEN-AT&T]
- 8.3.1.5** ~~[Technical Requirements for Dedicated Transport using SONET technology.]~~
- 8.3.1.5.1** ~~[This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.]~~
- 8.3.1.5.2** ~~[All SONET Dedicated Transport provided as a system shall:]~~

BellSouth shall hold such requested Dark Fiber for AT&T's use and may not allow any other party to use such media, including BellSouth.

- 8.4.2.5 BellSouth shall use its best efforts to make Dark Fiber available to AT&T within thirty (30) business days after it receives written confirmation from AT&T that the Dark Fiber previously deemed available by BellSouth is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection ("LGX") or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 8.4.2.6 Dark fiber shall meet the manufacturers' design specifications.
- 8.4.2.7 AT&T may splice and test Dark Fiber obtained from BellSouth using AT&T or AT&T designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

9. Signaling Networks and Call-Related Databases

- 9.1 BellSouth shall provide AT&T access to signaling networks, call-related databases, and service management systems on an unbundled basis for the provision of a telecommunications service.
- 9.2 **Signaling Networks**
 - 9.2.1 Signaling networks include, but are not limited to, signaling links and signaling transfer points. When AT&T purchases unbundled switching capability from BellSouth, BellSouth shall provide access to its signaling network from that switch in the same manner in which it obtains access itself. BellSouth shall provide AT&T with its own switching facilities access to BellSouth's signaling network for each of the AT&T switches. This connection shall be made in the same manner as BellSouth connects one of its own switches to a signaling transfer point.
 - 9.2.2 Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between AT&T-designated Signaling Points of Interconnection ("SPOI") and BellSouth Point of Interconnection that provides appropriate physical diversity.
 - 9.2.3 The network termination point where this interconnection takes place is called the STP port termination.

**CERTIFICATE OF SERVICE
Docket No. 000731-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served as follows this 13th day of July, 2000 to the following:

VIA HAND DELIVERY

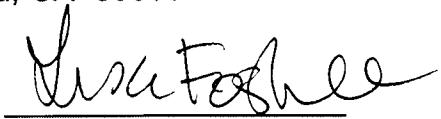
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