

**DEPARTMENT OF DEFENSE'S
CONTRACT BUNDLING POLICY**

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BEFORE THE
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HOUSE OF REPRESENTATIVES
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HEARING ON DEPARTMENT OF DEFENSE'S CONTRACT BUNDLING POLICY

THURSDAY, NOVEMBER 4, 1999

HOUSE OF REPRESENTATIVES,
COMMITTEE ON SMALL BUSINESS,
Washington, DC.

The Committee met, pursuant to call, at 10:00 a.m., in Room 2360, Rayburn House Office Building, Hon. Jim Talent [chair of the Committee] Presiding.

Chairman TALENT. Good morning. Today the Committee focuses its attention once again on the issue of contract bundling. This is the second hearing we have held on this issue this year and it is part of a series of hearings the Committee intends to hold on the issue in the near future.

The Small Business Administration recently promulgated an interim rule pursuant to the Reauthorization Act of 1997. I am sure the Committee will want to look at those in some detail. In addition, I am working with members of the Committee from both sides of the aisle and with the gentleman from Hawaii, Mr. Abercrombie, a member of the House Armed Services Committee, on procurement reform legislation over which the Committee will have jurisdiction.

So there is no shortage of work to be done with respect to contract bundling. Contract bundling is one of the most important issues facing small business today. In fiscal year 1998, the Federal Government spent approximately \$181 billion on procurement contracts.

Small business received just \$33 billion or 18.3 percent of that total in prime contracts, substantially short of the overall prime participation goal of 22 percent. By far the single largest contractor within the Federal Government is the Department of Defense, which in fiscal 1998 accounted for \$109 billion or 60 percent of the \$181 billion total.

Clearly, the Defense Department's contract bundling policies have a direct and substantial impact on small business. Given the importance of the Department's contract bundling efforts, I am particularly concerned with what I see as an accelerating trend towards what can only be called "mega-bundles" within the defense procurement community.

We will hear testimony later today concerning contract bundles within the Defense Department that are so enormous in scope and size that they raise serious questions as to whether even a company the size of General Motors could successfully compete, let alone a small business.

Here to try to disabuse me of them is the Honorable David R. Oliver, Principal Deputy Under Secretary of Defense for Acquisition and Technology. We invited Mr. Oliver to join us, because in addition to Under Secretary Jacques Gansler, he is responsible for developing the Pentagon's contract bundling position and he is in a position to address the rationale and justifications behind those policies. We are particularly grateful to Mr. Oliver for being here.

We have asked Mr. Oliver to focus his remarks on the following areas. First, what is the guiding principle behind the Department's contract bundling policy? Specifically, we asked him to address whether monetary policies or benefits associated with procurement efficiencies have a greater impact on the Department's decisions to bundle contract requirements.

We have also asked Mr. Oliver to address the long-term effects of contract bundling on competition and the ability of small businesses to win prime contracts. I am particularly concerned that by shutting small businesses out of prime contracting opportunities, the Department may be irreparably harming our Nation's small business defense industrial base. If that is the case, the policy is surely, at best, penny wise and pound foolish. I am not so sure how penny wise it is either.

Finally, we asked Secretary Oliver to address how the Department plans to meet its small business goals and its small and disadvantaged business utilization goals in light of several mega-bundles such as the Flexible Acquisition and the Sustainment Tool bundle within the Air Logistics Command and the DTS-CE bundle within the Defense Information Technology Contracting Office.

The Committee is also going to hear from several small business owners who will address the impact Defense Department contract bundling has on their businesses. We invited Ms. Vanessa Morganti, the owner and president of Future Solutions, Inc., a woman-owned 8(a) firm from Broomfield, Colorado, to be with us but because of other commitments she was unable to make it. I would ask unanimous consent that her written statement be included for the record.

[The information may be found in the appendix.]

Chairman TALENT. Our first witness on the second panel is Mr. Paul Murphy, President of Eagle Eye Publishers in Fairfax, Virginia, who will discuss the results of his study on contract bundling which he recently completed under contract with the SBA's Office of Advocacy.

We will also hear from Mr. Maurice Allain, President of Phoenix Scientific Corporation, a small defense electronics manufacturing firm in Warner Robins, Georgia, who will address the proposed mega-bundle known as the Flexible Acquisition and Sustainment Tool, FAST, bundle.

We will also hear from Mr. Craig Brooks, President and CEO of Electra International Telecommunications, a small telecommunications company located in Bethesda, Maryland. Mr. Brooks will discuss the effects of large-scale bundle of telecommunications service within the Defense Information Technology Contracting Office.

Finally we will hear from Ms. Josephine Ursini of Virginia Beach, Virginia. She is the outside counsel for the Society for Travel Agents in Government and will discuss how the Defense Depart-

ment is shutting out smaller travel agencies from government travel management contracts.

I would encourage members of the Committee to read the statements of these witnesses, if they haven't done so yet, to see the impact on bundling on small business and also to really begin thinking about whether bundling accomplishes what the government says it accomplishes.

At this time I want to recognize the gentlelady from New York, Ms. Velazquez, for any remarks she may have.

[Mr. Talent's statement may be found in the appendix.]

Ms. VELAZQUEZ. Thank you, Mr. Chairman.

Mr. Chairman, we are here today because we continue to be concerned with the state of Federal Government contracting. We are here because we continue to see that our Nation's small businesses are being cut out of the loop. After 6 years of discussions, this situation is unacceptable. So I begin with a message to government agencies that should be evident from the fact of this hearing. But that bears saying: We are still paying attention. We are still here and we will not go away until the situation for small business improves.

Now, the questions we face today might all be different if we knew there was a concrete benefit to bundling. For example, if we knew bundling saved the government money, we could discuss how to balance the needs of small businesses against taxpayers' dollars. But that just is it, we do not know if bundling saves money. We hear unsubstantiated claims but they were just that, and they have little more weight than other claims that bundling actually costs money.

The fact is that we do not know, and we shouldn't pretend otherwise. Benjamin Franklin said, "Being ignorant is not so much a shame as being unwillingly to learn." we need to ask why certain departments, like the Department of Defense, seem unwillingly to learn.

One of the things I am most eager to get out of today's hearing is the chance to shine some daylight on the murky recesses of bundling practices. There is the question of the Warner Robbins Air Force Base contract, where we cannot even get a straight answer about what is or isn't in the contract. And what about bundling that already exists? Are we supposed to believe that small businesses cannot provide janitorial or messenger services? And we know for a fact that small businesses can fulfill government telecommunications and travel agency contracts.

There have been some attempts to stop the blatant use of contract bundling, including the interim rule recently released by the SBA. While these changes will put teeth into requiring measurably substantial benefits, the rule also includes a loophole allowing bundling if it is critical to the agency's mission. It doesn't take a military genius to realize that is a loophole you can drive a tank through.

We should not fool ourselves that this is merely about adjusting a rule or a definition. This is about keeping small businesses in business and in business with our government. We have already held a hearing looking at the proposed rule. Now, we need to find the courage to ask the hard questions. If DOD is saving so much

time and money, why are there no numbers to support it? If DOD's aim is to keep small businesses contracting with their agency, why are they being put out of business? Small businesses are facing a crisis in Federal contracting, and we need significant, meaningful action if we are to move forward.

I thank the panelists who took the time to be here today, especially those members of the small business community who will share their horror stories about government contracting. I look forward to hearing what you have to say, and I thank the Chairman for having this hearing today.

Thank you.

Chairman TALENT. I thank the gentlelady for her comments and fully endorse them.

Chairman TALENT. All right. Our first panel consists of the Honorable David R. Oliver, the Principal Deputy Under Secretary of Defense for Acquisition and Technology.

Mr. Oliver, we appreciate you being here and please give us your statement.

STATEMENT OF HON. DAVID R. OLIVER, PRINCIPAL DEPUTY UNDER SECRETARY OF DEFENSE FOR ACQUISITION AND TECHNOLOGY

Mr. OLIVER. Yes, sir, Mr. Chairman. I appreciate the opportunity. I have submitted a written statement, let me give a more general summary.

Chairman TALENT. Fine.

Mr. OLIVER. There are, in my opinion, three reasons that are captured rather well in a Rand study for bundling. One of them has to do with scale economics, and what it says—and this is sort of a technology-driven problem. It says that with the changes in information technology, it is important to recognize that one can get data and exchange it between parts, and that better communications mean that it is—that sometimes there may be a change in scope that is important.

And when we get through at the end, I will talk about the DTS-CE contract because it sort of follows on that. So you essentially have scale economics, and I would maintain that that is driven by technology. And what we should consider is with technology changing so rapidly—and I would particularly in two areas, in information technology and also in transportation, which applies to some other things that this Committee has looked at, you have to consider whether or not you need to change the way you are contracting. So that is one.

The second is in scope economies. In scope economies, what I am talking about is the ability to use cross-training and also to get efficiencies of people. Let us say we are talking about security on a particular installation. If I have security units on an installation and they are all broken up, then I have to maintain a certain number of reserves in order to respond to a problem. I have to worry about numbers of people who are going to report in sick at any particular time, take leave, et cetera.

If I should bundle those together, choose to bundle them together, there are obvious savings because I can smooth out the rough edges in those things. And I only have to maintain many

fewer response forces. So there is an opportunity for a scope economics in some areas.

Chairman TALENT. Just to clarify, you are not talking about the Department's own personnel in managing the contract; is that correct?

Mr. OLIVER. I am going to get to that. I am actually talking about, for example, security forces that you hire; where you go out and you would hire security forces to provide for this part of a base, this part of the base, this part of the base. In that case, you are obviously better if you hire one contractor to handle the whole thing.

Chairman TALENT. The whole base. Now you are talking about the contractor's resources?

Mr. OLIVER. Right.

Chairman TALENT. I am sorry.

Mr. OLIVER. Which results in less costs and more efficient organization to the government.

Chairman TALENT. Okay.

Mr. OLIVER. The third has to do with the delegation responsibility.

Chairman TALENT. I will say to the Committee, I just wanted to clarify—we will have plenty time for questions. I just wanted to clarify his statement. Believe me, the gentleman will have time. Go ahead.

Mr. OLIVER. The third has to do with the delegation of responsibility. The purpose of business—the business's core capabilities, particularly in some businesses, is management, the business management; and the purpose of the core capability of the Defense Department is war fighting. In those cases where we are requiring—using people in uniform to manage these various contracts and to shift assets between them and make lots of contracts, et cetera, we are not asking these people to do what the Nation expects is their core competency. And so the question is, do you want to transfer that core competency to those people who have a core competency in management of these people and these small businesses?

And I think that those three general areas, in other words, scale economics, scope economics and delegation responsibility cover the primary reasons that one might choose bundling. At the same time, of course, just as you are, we are concerned with the balance that is necessary between these efficiencies or cost savings, or better government issues and needs and the interests of small business.

And in the small business requirements, there are two critical factors that I think are important, one of which is that we are required to use as a source selection factor—if you do a bundling, you are required to use as a factor what the plan is for whoever wins that contract to utilize small business. I mean that is terribly key, because it becomes an important factor in an evaluation of the award.

The problem that one, a cynic, would say is what happens if the person makes a great plan but then doesn't do it? And the other SBA rule that I think is important, there is another factor you specifically have to use, is you have to use what the past performance of that contractor is in using small business.

And many of the people that I have been talking to, the question is, then, do you do it, do you evaluate that each year, do you evaluate that when the contract comes due? In other words—but the teeth are there to make sure that the people are using small business.

Now, there are two good studies on this, one by Rand and one by—actually, there are several. There are a couple of studies from Rand and also from the Center for Naval Analysis on this, but I don't think there is a good study that addresses all of the Committee's questions.

And I am going to commission that study. They have written a Statement of Work for it, and I am going to go—what I want to do is, I want to focus in fact on the Committee's questions. And I am also interested in making sure that the savings, whether they were fiscal savings or management savings or scope savings, I want to see how they were from predicted to what they were when the contract was initiated. So I am going to do that. I think that is going to take about 6 months to get that, because I want to make sure I get some good data. But I will sign that in the next 10 days, it has got to be done in a couple of months.

So the Committee is correct. I am not sure there is a plethora of data out there that proves it one way or the other.

The part that I think that is interesting when I looked at this more carefully in the last couple of weeks is that this has been going on for 5 or 6 years, and there is no decrement in the Department of Defense's use of small businesses. In other words, I am not sure that I—I don't have the data right now to say a particular contract resulted in what the people thought it was going to result in.

But I am sure that when I look at the figures, that there hasn't been a decrement in small business in the Department of Defense. And, in fact, if you look, it has been remarkably steady and over time, over the last 10 years, the numbers have actually gone up. And if you particularly look at it and see whether it is statistically significant, I will assure you it is not. In other words, the changes either way are not statistically significant.

So when I look at the big picture, I see it as the same; in other words, the same percentages going to small businesses to, et cetera, except we are slowly increasing that, and I attribute a great deal of that, to be honest with you, to Bob Neal who is sitting behind me, who is my deputy for that. So that is the big picture.

If we want to talk about—let me establish right off, let us talk about DTS-CE and also let us talk about Warner Robins, and I will get that out in the open. The DST-CE thing I don't think it is a good example, and I will tell you why. When you look at the DST-CE bundling, they did essentially for the fiber optics contracts across the United States—what you see is that is driven by military requirements; in other words, as you worry about information security and you worry about the ability of people to get into your system, then you decide on several things, one of which is a physical separation of the circuits, and the other is protection of those switching centers by which people could get in or could disrupt.

I talked to the people from DST-CE this week, this week or last week. And I think that those were reasonable military decisions

that they wanted to protect the security of those switching circuits, switching centers and also the physical security, the separation of those, and that really happens at the switching centers. When they decided to enforce—when they decided to make a specification for security, that tends to go to a larger company because you need a nationwide thing.

If we are going to worry about the United States defense in this world, it is a national—in other words, it is a national exchange of communications, information, et cetera, and I think they made a good choice. I think that number, it ends up being about 2 to 3 percent of DST-CE's total budget. I looked at their evaluation, I thought it was valid—I don't think that is good impression—we ran right up against military requirements, and that is a tough thing to debate. And I will have to say that I think those military requirements are good.

If we get into it, we are going to find that small businesses who have tried to compete, I am not sure that they were—that is a tough one.

With respect to Warner Robbins, and the FAST contract, I am not sure it is timely. I think it is good the Committee is interested in it, because it forces me to be interested in it, and it forces the Department of Defense to look at this carefully, but they are not ready to talk. For example, when I talked to them yesterday, I guess, they are not ready to say to me precisely what safeguards they have in place. In other words, they have decided, for example, that what—now, this is technology-driven, and the question of technology-driven is the Air Force doesn't have the technology, some of the advanced technology to do the repairs, and they end up having different small businesses in many cases who are doing various technical things, such as the repair and maintenance of communications equipment aboard a particular aircraft.

To manage those individuals is much better done in a matrix organization. It is much better done by someone, to be honest with you, outside the military, because as I have talked about before that is not the core capability of the military, that is the core capability of business.

They are thinking about right now awarding three contracts to whoever wins it as prime and one that is specifically reserved for small businesses. And each of the primes, of course, would have to, as I said to you, one, demonstrate what the small business plan is for incorporating small businesses; and, two, what their past performance is doing. And they would have to periodically prove that.

The reason I say that is not right, is they were unable to explain to me yesterday what their plan was, when they were going to review it, when they were going to check as to what the guy's performance was, et cetera. So I think the Committee is absolutely right to be interested in that and ought to watch us carefully. But it is a difficult one to evaluate on because it is not firm enough at the moment to be criticized either way. They are going to get back with my staff, by the way, before they firm up my acquisition strategy, because we had some questions.

That is the end of my statement, sir, I am ready to answer any questions.

[Mr. Oliver's statement may be found in the appendix.]

Chairman TALENT. Well, I appreciate very much the informality and candor of your statement. And what I want you to understand up front, and Mr. Gansler also, is that this is an aspect of what the Department does; that this Committee has not only a long-standing interest but an interest as mandated by what we have been told to do under the House rules. We are interested in the effects of procurement on small business.

Beyond that, however, I want to repeat a point that Ms. Velazquez made. It is one thing if we can have some reasonable confidence that bundling contracts saves money to the taxpayers or increases quality provided to the taxpayers, then we have a classic kind of conflict between the desire we all feel to promote small business as an avenue of opportunity for individual entrepreneurs, and maybe the interests of the taxpayer in inefficiency in a particular contract.

Where, however, we are not saving money for the taxpayers for a bundle, where quality is going down, and then you have something that everybody agrees is a bad thing to do. And I will just tell you, and I am working with this and Mr. Abercrombie on the Armed Services Committee has also worked on this, others have here as well. We have been presented with a number of instances of bundles where, when you get into it, you have a serious question whether it is not costing the government more and whether the quality isn't going down; the reason being that when you reduce competition for a particular—and this is classic economic thinking—you reduce competition for a particular bid, the price tends to go up. And the bigger an enterprise is that gets a bid, the bigger the bundle, the fewer the competitors, the less pressure on the eventual winner to maintain high-quality services, particularly if it is a bundle for a longer term.

You get a contract for 2 years, 3 years, 4 years, well, now—maybe you have tried to discount the price to get it. There is tremendous pressure on you in order to make money by reducing the costs of that bundle. You mentioned a couple of things that mitigate in favor of bundling.

Let me flip on the other side of that. You mentioned economies of scale. There is such a thing as diseconomies of scale, too, where the bigger the enterprise is the more overhead it has to have to manage all of its parts.

Mr. OLIVER. Right.

Chairman TALENT. You look at the rest of the American economy, the trend is towards smaller enterprises, and the bigger enterprise is trying to act like smaller enterprises. So I would argue that, yes, it is true there can be economies of scale, and particularly that is why WalMart is successful. But WalMart is not only purchasing from huge contractors, WalMart does an awful lot of business with small businesses who beat out big businesses.

I ought to give you a specific instance, and Mr. Brooks is going to testify about this: long distance service for particular bases. And the point of his testimony is that when this was bundled, it used to be individual marketers of long distance services could bid with particular bases for services to handle the long distance services and network services for those particular bases. And then it was changed so that it was bundled, and only the three big—AT&T,

Sprint, WorldCom—which is going to become two, by the way, because they are going to merge—was allowed to bid.

He makes a point in his testimony that in almost every case where we have documented, the government ends up paying more for circuits from one particular base to another. Here is what he says: “a particular circuit analysis is contract number,” and then he gives the number, which was for a T-1 point-to-point circuit between Robbins Air Force Base in Macon, Georgia and a DOD Computer Megacenter in Slidell, Louisiana. Under the new bundling system, AT&T charged DOD \$215,000 for the life of that contract, while the then-current market rate for an identical circuit procured through the old system was about \$125,000, \$90,000 or 67 percent delta. Thousands of such circuits were procured under the bundled volume-discounted new contracting system.

He says an agency report filed by the DOD with the GAO described AT&T’s bundled contract as high priced, cumbersome, unwieldy, burdensome, sluggish, inadequate, unresponsive, inflexible, nightmare.

And then they did more research and said it was not alone in comparing the bundled pricing to that of the old system. A DISA study in March of 1995 compared new bundled prices for comparable transmission services from three sources. The old system—the agency found the old system, the competitor system, invariably lower than the bundled system, normally by a wide margin.

I will tell you personally I have encountered this over and over again.

I am going to finish in a second, and you can tell me why I am crazy, because intuitively if you got more contractors bidding on the contracts, the pressure to hold the price down is going to be lower.

That is just, it seems, intuitively correct. Now, tell me why it isn’t.

Mr. OLIVER. No, I absolutely agree with you. I mean, Jack and I spend a great deal of time worrying about how do we increase competition, to be honest with you. This happens to be probably 40 percent of our time is worrying about increased competition because we know that the marketplace works, and that if we can increase competition, it will protect us from making a lot of mistakes. I mean, that is the crux of what was good.

But I don’t—I wasn’t clear. My problem is I don’t think it is a good example. I think there may be some other better examples. And what I would like to do, if I can talk to your counsel, is get some examples of the ones that you have heard where the results were not the same. I would like to make this specifically part of my study. I am absolutely—I want to put of some of this to bed and get some data, and there will be people who come in and talk to you where the people who lost the bids and people—if I go out and talk to the people who won the bids, they will tell me it is terrific, right? Because the people who win the bids don’t come in and talk to you. And the same thing for me; we both hear from the same kind of constituents. So I will do that.

Chairman TALENT. Sure.

Mr. OLIVER. But let me talk about that one. The reason that is not—this is my opinion—the reason it is not a good example is be-

cause what you had was—it has been a great concern the last several years about hacking and about the ability of people to get into our network and destroy our network in times of war. And so what DST-CE did was decide to make a network specifically invulnerable. And to do that, what they did was they decided they would essentially separate the switching networks from the normal switching networks and they would also insist on security controls of each of the places that you could enter, and they would also insist that you could track what that switching network was doing.

Now, you don't do that in a normal business. In other words, I would not deny to you that I think that is a much more expensive way than the way they were doing it before, which was bidding out to all the companies that could work it. But what I am saying is the problem that you run afoul here is I think that is a valid national security decision. And it is just like the fact that you tend not to do fighter work with 707s. It turns out that you would rather do that with fighters that it is specifically paid for. We pay a cost differential when we make those kind of decisions.

Jack believes, as do I, it is better to keep as much in the commercial world as possible, and we are really trying to do that. And I know you are supporting us on that. But that example, when I looked at it, and I spent some time looking at it, I am not sure it is the best example. I am sure this Committee can find a lot better examples for which I would have much more trouble explaining, but that one is tough.

Chairman Talent. Let me stick with that one for a minute, because Mr. Brooks also brings up the security issue. And, of course, from his point of view of small business, they are used to the fact that when they can prove to the Department that it actually costs more money to bundle, then the Department will come back and say, well, yes, but there is some special requirement that only the larger contractors can perform.

So security was the reason given for this. He goes on to say this: Contracts for over 5,000 telecommunications service were awarded in using the old system. Less than 1 percent of those services had security network management and/or delivery requirements that disqualified any one of as many 50 of the small business competitors.

So before the bundling occurred, there was no security requirement. After the bundling occurred and after they found out, well, it actually costs more to bundle, now there are security requirements, and that is the reason we have to bundle.

He then goes on to make the point that many of the larger contractors can't meet the security requirements. They say special requirements are often not needed for service and because of the nature of some services, national carriers such as MCI-Worldcom, AT&T and Sprint, cannot satisfy those requirements regardless of their capitalization and the size of their national networks.

So it increasingly appears to the small business community and, I have to say, to me, that bundling has become not a means to some other end, but an end to itself. And what I begin to suspect, Mr. Oliver, is that it does save, I think, time and frustration for the procurement officers and the people who have to put out these contracts. And I understand that.

I mean, I can imagine that they are besieged. And so their desire to save this time becomes the end in itself for bundling. Why don't you answer the security issue? I mean are these legitimate security questions? And if they were, why aren't they part of the contracts before the bundling?

Mr. OLIVER. I need to go back and check, Mr. Chairman, because when I talked to the people, they told me they were there ahead of time. Now I know there are some other problems. For example, you said that only large contractors could bid. I know there were two small contractors who bid. I know, for example, one of them bid, and his bid was 7 percent higher. And it was submitted on Sprint stationery that was marked off.

But I know these two small contractors bid. I also know that they put a limit that that some people had to bid at least for 5 percent of the business. In other words, they had to—they were trying to get fewer than 20 contractors involved. But I will go back and check on whether the security was a problem before. But I know two of the other factors that the man will testify on were not true.

Let me talk about one other thing that you mentioned, sir.

Chairman TALENT. Sure.

Mr. OLIVER. You talked about short contracts versus large contracts, and that is an interesting problem. The first bundling contract that I remember was up in Bangor, Maine when they bundled the base, and it was really—I mean, it was changed and, of course, if you think that this Congress or constituents don't like change, you ought to try to do change in the military. I will tell you that nobody wanted to do it. And there were lots of arguments against it. The interesting thing from my perspective was how much it improved the efficiency and the state of life on that base. In other words, it was much better for the military person, because you actually had somebody competent instead of a bunch of small groups of people that was not the core capability, they really weren't interested in it, they were not a flat organization.

The other thing that was fascinating was that each time the contract was rebid, somebody else won. Because what happened was someone else, and in all cases—Lockheed won the first one, small businesses won—because what happened is thereafter, what happens is they would think about how to do it, and they would figure out a better way to do it. And they would combine trucks to do both leaf picking-up and also do other stuff, whereas the first guy had had separate vehicles for it. It was really interesting to watch. And the costs to the government went down each time.

And more importantly in this case, because I know this is why this was done, the service to the service member went up significantly, it was much preferable to have—I can go on, to be honest with you, for a long time about that because that was interesting to watch. But the interesting part, with longer contracts what you see is the guys that put forward their bid and proposal money, they lose money in the first year, whatever, what you see is it takes them about 2 or 3 years in which they introduce process changes.

In other words, what they do is they take it over and what normally happens is they take the people who have been doing it and just bring in new management. It takes that new management

with those people to do a culture change and to start doing process changes frequently, 18 to 24, 36 months.

So while small, short contracts may be good to make sure you are continually reopening this and ratcheting the price down, on the other hand our experiences are it is not good. And there are a couple of studies that say this with respect to getting the process changes and innovation, and so that tends for you to go to longer contracts, to 5 to 10 years.

When I was in industry, it was—there was a terrific contract, I thought, done by IBM, in which IBM said we are going to give up the management of all of our facilities—and I was talking to the people who did the contract, the people who won it, and there they are then managing—IBM is managing all the facilities and IBM recognized that was not the core competency, so they went to somebody else.

And that somebody else gave them a bid of 40 percent less in the first year, plus they would give them 8 percent less each following year, plus they would eat inflation. And the interesting part about it was the company that came in and bid that had a bunch of people who really cared about insulation. There is nobody in this room that cares about insulation.

There is a group of people in Dayton, Ohio that care about insulation and can tell you, based on which way the building faces and which way the wind blows, whether you want 2 inches or 2-1/2 inches, and they will take that half inch of savings because it gives you the same stuff.

I don't want to spend my life, but there are people that want to do that, that is their core competency. We are best off if we employ them rather than having government people putting 4 inches of insulation on each building in accordance with the government spec. What I am saying, it is a balancing issue.

Chairman TALENT. I agree with that. What you just gave really is an argument for contracting, but not necessarily for bundling it seems to me. But I am going to—I know members of the Committee have questions so I am going to defer the rest of mine and recognize the gentlelady from New York.

Ms. VELAZQUEZ. Thank you, Mr. Chairman.

Mr. Oliver, before we get into the questions, I ask unanimous consent of the Chairman to include into the record this letter. And—

Chairman TALENT. Sure. The gentlelady is describing a letter that—

Ms. VELAZQUEZ. I will explain it.

Chairman TALENT. Oh, I am sorry. Without objection.

Ms. VELAZQUEZ. This letter will be sent to Mr. Oliver today, requesting of him information regarding the Warner Robbins contract bundle, whether or not Warner Robbins Air Force Base has determined the FAST contract to be a bundle.

This information is very important to this Committee. And we are requesting a clear definition of the requirement; a listing of all activities that will be authorized to use the FAST program; a list of the standard industrial classification codes anticipated to be included in the acquisition; an estimate of the number of contracts that will be replaced by the FAST contract at all locations; a list

of contracts currently being performed by small businesses, names and contract numbers of all small businesses, minority-owned businesses and women-owned businesses; the expiration dates of contracts in place and whether or not options apply; finally, the dollar amount of all options that will be exercised for all locations.

And I request, Mr. Chairman, that this information be provided to my office within the next 10 days.

Chairman TALENT. I will certainly put the letter in the record, and should read that it is going to be—I guess it is from the gentelady from New York, and we will put it in the record. And the gentelady's request for a 10-day turn around time is noted.

[The information may be found in the appendix.]

Chairman TALENT. And I think this should—perhaps we should add this is because of the statements on the part of some of your people that this contract is not a bundle and therefore they don't have to go through the various requirements required under the law.

Mr. OLIVER. It is a bundle.

Ms. VELAZQUEZ. It is a bundle.

Mr. OLIVER. It is a bundle and I will work. Ten days may be tough for some of the stuff, and I will also provide to you our rationale for why we intend to do it.

Ms. VELAZQUEZ. Ten days, what?

Mr. OLIVER. Ten days may be tough.

Ms. VELAZQUEZ. I know. Since 1993, you will be conducting the first study to determine the impact of contract bundling. So it has taken 6 years. I hope it will not take 6 years—

Mr. OLIVER. It will not, ma'am.

Ms. VELAZQUEZ [continuing]. Each time around.

Mr. OLIVER. There are actually a couple of decent studies. The Center for Naval Analysis has one and so does Rand. I will be happy to provide you copies.

Ms. VELAZQUEZ. I guess it is refreshing that you come before this Committee today and say you will be asking for a study.

Mr. Oliver, a kickoff was held for the FAST requirement at Warner Robbins Air Force Base in Georgia on August 24th and 25th, 1999. Mr. Dave Burton, the head of the contracting activity at Warner Robbins stated at the kickoff that he had received a message from General Goddard that a contractor had claimed that FAST is a violation of law. Mr. Burton commented, and I quote, "as soon as someone says we are breaking the law, then I know we are doing the right thing."

Mr. Burton also stated that the Air Force has been too concerned with following the law. He said, and I quote, "We can be shortsighted and comply with the law or be longsighted and help small businesses." finally, Mr. Burton said we ought to have the leeway to make our own policy.

Mr. Oliver, what is your response to the fact that the Department of Defense employees are not only talking about breaking the law, but bragging about it?

Mr. OLIVER. Ms. Congresswoman, that is obviously not right. If I could have a copy of that, I will get back to you.

Ms. VELAZQUEZ. You will get back to me.

Mr. OLIVER. I will take that for the record. I would also—

Ms. VELAZQUEZ. Mr. Oliver, you know what is also the point that I want to make this morning. There is a notion out there that the Department of Defense has disregard for small businesses, and today I am giving you an opportunity to show me otherwise.

Mr. OLIVER. Yes, ma'am. What I was trying to say in my opening statement is there is a balance that we are interested in doing, all right? In other words, I talked about there is a scope problem, there is scope reasons. There are reasons for management responsibility—

Ms. VELAZQUEZ. Mr. Oliver—

Mr. OLIVER [continuing]. That has to be balanced with—

Ms. VELAZQUEZ. I know you like to give long answers, but there are too many questions that we want to ask this morning. I am only asking you what is your reaction and your response to the fact of the attitudes that was exhibited by this gentleman.

Mr. OLIVER. I think it is wrong. I think it is wrong, Ms. Congresswoman, period.

Ms. VELAZQUEZ. Would you talk to him?

Mr. OLIVER. That is the reason I asked you for the paper.

Ms. VELAZQUEZ. Pardon?

Mr. OLIVER. Yes, ma'am.

Ms. VELAZQUEZ. How many small businesses participate in DOD telecommunication contracts as large as the one we are talking about?

Mr. OLIVER. I don't know. I have to find out, ma'am.

Ms. VELAZQUEZ. Mr. Brooks, and he knows his industry, says that there are around 50 firms currently able to perform smaller DOD contracts, but none who can perform this one. Is there still a place for these 50 firms to do business with DOD?

Mr. OLIVER. I think, yes, ma'am. Do you remember me saying—

Ms. VELAZQUEZ. Not as subcontractor, as prime contractor.

Mr. OLIVER. Do you remember me saying this was 2 percent of all of DTS-CE's awards. I mean what you are talking about, that prime, is 2 percent of DST-CE's awards. There is 98 percent left that are not involved in this very specific security high effort. And so therefore there is obviously rooms for those other 50 firms to compete in a great majority of things.

Ms. VELAZQUEZ. You will talk to your contracting officer and make sure of that?

Mr. OLIVER. I did this week.

Ms. VELAZQUEZ. You did?

Mr. OLIVER. Yes, ma'am. I am supportive of this. I absolutely am supportive of small business.

Ms. VELAZQUEZ. Mr. Oliver, but you are telling me that you spoke to your contracting officer this week.

Mr. OLIVER. Right.

Ms. VELAZQUEZ. How long have you been in your position?

Mr. OLIVER. Sixteen months.

Ms. VELAZQUEZ. So we are holding this hearing today and you are telling me this week you spoke to your contracting officer about practices?

Mr. OLIVER. I have a whole organization of small business, and the fact is that the individual in charge of small business reports

to me; I talk to him several times a week on all sorts of issues and how to keep small business high. I talk to his people. I go over and have lunch with his people. I have more contact with them than I do with anyone else on my staff, because I want to keep them encouraged because theirs is a tough area.

Ms. VELAZQUEZ. I am glad you talked to them.

Mr. OLIVER. But you are talking about one specific contractor, DST-CE.

Ms. VELAZQUEZ. I am talking about practices.

Mr. OLIVER. I am telling you how much I pay attention to this area.

Ms. VELAZQUEZ. As we all know, the Federal Government for small business participation is 23 percent. Yet the Department of Defense, by far the largest Federal buyer, has a goal of 20.6 percent. The Department of Defense purchases more than all other agencies combined.

Would you please explain to me why the Department of Defense has negotiated a lower goal than the rest of the Federal Government?

Mr. OLIVER. Actually, what happens is it gets set each year. What you will see, of course, is among other things, that while we are talking—you are talking primes, and as I said to you, the numbers indicate that there has not been a significant change. Our number was—we have—we adjust those numbers based on what the budget is and how many large-ticket items you are going to be buying, as opposed to those things which will go to small business.

It was 23 percent in 1995 when we had more money, it is 20 percent now. The other thing you have to consider is, it is over 40 percent of the subcontracts are going to small businesses. I don't think that is a bad record. And also what I am saying to you is there are no statistics for—

Ms. VELAZQUEZ. You said 20 percent. You don't consider 20 percent—when you have the largest budget compared to all the other agencies combined?

Mr. OLIVER. But I am also buying things that other agencies aren't buying that tend to be not small business. It is very difficult—there are lots of subs, for example, in the F-22 and the joint strike fighter that are small businesses, but there are not a lot of primes that are in that kind of business, building warships and tanks, et cetera; whereas in many other agencies, they are not building big-ticket items, they are not appropriate.

Chairman TALENT. All right. I think this is a good time. We will break for the vote and then come back for round two.

Mr. OLIVER. Round two is not the right way to refer to this.

[Recess.]

Chairman TALENT. Okay. The Committee will come to order. And I will recognize the gentlelady from New York.

Ms. VELAZQUEZ. Mr. Oliver, before we went to vote, you maintained that it is big-ticket items that prevent you from achieving the 23 percent goal. But isn't it just as plausible that it is all the bundling that you are doing that is reducing the opportunities for small businesses? We have a witness—yes, sir.

Mr. OLIVER. Go ahead, ma'am.

Ms. VELAZQUEZ. We have a witness coming up on the next panel who will testify that bundling has a big impact on small business prime contracting opportunities, so—

Mr. OLIVER. And what I have said to you, I was unable to get data that said one way or the other and what I was left with was people who have said, "This is what we think," and I don't particularly like that. And I am going to commission, as I said to you, a study to get some of the data, which I will be happy to share with the Committee as soon as I get it.

Ms. VELAZQUEZ. Mr. Oliver, I am concerned that over the past several years, the Department of Defense has been combining its procurement goal for 8(a) and small disadvantaged businesses into one goal. Can we be clear that for fiscal year 2000, these goals will in fact be separate, like they are for every other Federal agency?

Mr. OLIVER. To be honest with you, I have to check what the law says. We will do whatever the law says.

Ms. VELAZQUEZ. Well, the law says that 8(a) is one and that you should not combine.

Mr. OLIVER. Let me see those charts. Yes, ma'am. I am going to follow along.

Ms. VELAZQUEZ. Good.

Mr. OLIVER. Yes, ma'am, and what I think—what I need to do is check the law, but I think there is a different set of statutes that applies to us. But in my reporting that my people do and the reports they submit to me, they do break them out. So we can monitor that, but we are going to comply—

Ms. VELAZQUEZ. You are going to comply.

Mr. OLIVER [continuing]. Whatever it is.

Ms. VELAZQUEZ. Because I haven't seen that law that would allow the Department of Defense to combine.

Mr. OLIVER. Whatever is the law, we are going to comply.

Ms. VELAZQUEZ. Very good.

Mr. Oliver, as of the third quarter, fiscal quarter of fiscal year 1999, the Department of Defense did 1.5 percent of its procurements with women-owned businesses. It is clear that the Department of Defense is not going to meet its 5 percent goal for this year.

Can you tell me what the Department of Defense is going to do differently in fiscal year 2000 than you did in fiscal year 1999 so that we can increase the number of contracts with women-owned businesses?

Mr. OLIVER. Yes, ma'am, let me get back to you, please.

[The information may be found in the appendix]

Ms. VELAZQUEZ. Mr. Chairman, Congressman Underwood from Guam was here and he asked me to ask this question on his behalf. At the U.S. Navy base in Guam, the SBA had to intercede when the Navy had established a preconceived notion of small business participation in a bundled contract for base operating support services at the Navy base; essentially, the Navy has declared that small businesses will reap only subcontract awards. After intense negotiating, the Navy committed in principle to open both the prime contract to small businesses, and establish some direct small business set-asides. Out of a possible total contract, a \$230 million contract, \$60 million will go to the small businesses as set-asides.

How is the Department of Defense ensuring that small businesses will share in prime contracts?

Mr. OLIVER. I think the SBA guidance in which the factors for evaluating the bids which include what the plan is for the inclusion of small business as a factor in evaluation, and also in using a fact of the past performance, a factor which has to do with what that organization's performance has been in using small business are good, safety measures which we are going to use.

Ms. VELAZQUEZ. Thank you, Mr. Chairman.

Chairman TALENT. I will recognize Mrs. Kelly from New York.

Mrs. KELLY. Thank you very much.

Mr. OLIVER, this seems a little bit difficult for you to answer some of the questions we are asking you today. How long have you had to prepare for this testimony?

Mr. OLIVER. Let's see when I was in Russia, 10 days is when I was notified I was going to speak.

Mrs. KELLY. So you have had 10 days?

Mr. OLIVER. Yes, ma'am.

Mrs. KELLY. Okay. Do you feel that has been somewhat of an inhibition on your ability to respond to some of the questions that the—

Mr. OLIVER. No, ma'am.

Mrs. KELLY. You do not. There are a couple of things I am interested in here. You said you are going to commission a study. Are you willing to work with us as the Small Business Committee to let us take a look at the specifications and to select a contractor to do the study or to let us take a look at the draft statement of scope of the work and things like that?

Mr. OLIVER. Yes, ma'am. Let me tell you what I will do. I will let you—I would ask for you to help me with the statement of work and also to look at specific contractors—or not contractors, at specific contracts to look at. I will select the contractor.

Mrs. KELLY. You will select—will you let us have a look at—

Mr. OLIVER. You bet.

Mrs. KELLY [continuing]. Who is doing that, who is in that running?

Mr. OLIVER. You will understand whose study it is. I will be happy to.

Mrs. KELLY. I am not asking you to abrogate your responsibility, but I am asking that this Committee, which is so focused on small business and has concern for minority businesses and women-owned businesses, in particular, to have a chance to take a look at what you are doing with this.

Mr. OLIVER. Let us do a couple of things. Let me get the statement of work over to all the Committee members, and I will give it to the Chairman and ask for you to get back to me in something like 10 days, and then we will talk about it. And the other part we will do is, to make sure none of us are surprised, I will hold meetings about every 2 months with the contractors to see how his progress is going and ask the Committee if they would like to send staff to listen to that so that we can all be comfortable that what is going on is professional.

Mrs. KELLY. You will let us have a look at the specifications and perhaps have some—look at the contract, is that what I am hearing you saying?

Mr. OLIVER. I am going to send it to you, and I would like to get your comments back in 10 days. And we will resolve them. And I will—you know, but if we disagree, we will go with my favorite person.

Mrs. KELLY. Being you?

Mr. OLIVER. Yes.

Mrs. KELLY. I just wanted to get that on record.

A couple of things about things that you said I need to understand. One of things you said here in front of us today was that you were talking about the process of contracting and putting—and bundling of the contracts. And you said even though contracting, unbundling the contracts might lower the prices, the process of putting the thing together is still more convenient on long-term contracts to bundle.

So basically what I understood you to say is the process takes precedence over getting the price down in some cases. And I want you to clarify that; will you please?

Mr. OLIVER. Yes, ma'am, I would be happy to. I don't think I said that, and if I did, I misspoke. I think I was responding to the Chairman—I think the Chairman said that.

Mrs. KELLY. Actually you did, and I copied it down here.

Mr. OLIVER. Then I misspoke. Because what I was trying to say is, it is not just costs that is important. It is important if you can get—if you can align yourself with where technology is going, the scope economics, if you can align yourself with better management, if you can provide better support to the people, to the field so that—say, for example, the full operational capability of a particular airplane increases by 15 or 20 percent, you may well want to do that.

Let me give you an example that I am very familiar with, which is moving expenses, moving people in the Services. We are deliberately going to spend more money to move the people in the Services because it is one of the great dissatisfactions with military life; that is, a bundled contract deliberately done and that we know we are going to spend more money, but we are going to get a much higher quality level of moving.

Those are deliberate decisions, so you may well do that at some point. I do not intend to say that I think it is more expensive to do bundling in each case, because I don't.

Mrs. KELLY. What you are saying, there are instances where you have bundled contracts deliberately, and they are more expensive because you have bundled them?

Mr. OLIVER. And I have gotten one helluva lot better deal.

Mrs. KELLY. How?

Mr. OLIVER. You get much better performance.

Mrs. KELLY. If you are getting better performance, what is the end yield, is it money, is it time, is it quality, what is the end yield?

Mr. OLIVER. Well, I think that is the problem with the Committee's questions, to be with you, and what I have tried to say to you is there has to be three things that you are worrying about.

You are worrying about—you are terribly worried about performance. You may very well spend more money to get better performance for the soldiers, sailors, airmen, and Marines. I mean if the performance is not good, you very well may spend more money, more money for that. At the same time, you may be money neutral but want to get out of the business of managing something so you can take those soldiers, sailors, airmen and Marines and turn them into real war fighters instead of people who are doing non-core jobs.

Mrs. KELLY. I am sorry, I still don't get the answer I am asking you; and that is when you are saying you are willing to pay a higher cost because of a bundled contract, what is your bottom yield?

Mr. OLIVER. I am willing to pay a higher cost for performance, into doing that, the decision is that you have to bundle that contract.

Mrs. KELLY. For performance?

Mr. OLIVER. For performance.

Mrs. KELLY. Is that measured in quality? Is that measured in time?

Mr. OLIVER. Quality, quality.

Mrs. KELLY. Okay.

Mr. OLIVER. That particular one is measured in quality.

Mrs. KELLY. Okay. I really question the efficacy of this, and I wish you would have given us some supporting facts and figures on why you feel this is better. You say you talk each week with your counterparts about these bundled contracts and so on. Apparently, the talk isn't having a whole lot of an effect on unbundling some of the contracts and letting some of these smaller contractors have a shot at some of the contracts. So what else can you do besides talk?

Mr. OLIVER. Ms. Congresswoman, here is the problem, I have come before you and said that I don't have data which I am comfortable with that proves that bundling doesn't have an effect on small business, except for the general—my look at the general Department of Defense in which I know it, that I know small businesses is continuing to win the same amount of awards.

Mrs. KELLY. But you have said—

Mr. OLIVER. I don't think you have data that says it is the other way.

Mrs. KELLY. But you have said, sir, that the big ticket items, it is just too expensive to include small businesses and, therefore, no small businesses can be involved.

Mr. OLIVER. No, I did not say that.

Mrs. KELLY. Again—

Mr. OLIVER. I didn't say that.

Mrs. KELLY [continuing]. I wrote this down when you said this.

Mr. OLIVER. This may be a failure of the paper, because what I said, I hope, was in that case it is not going to be the prime. The absolute is going to be the sub. There are going to be lots of subs. But you would not expect a small business to be the prime in that case. And so, therefore, if you are only measuring it by primes in cases where you buy lots of big ticket items, you are going to have fewer subs— or small businesses as primes. You are going to have lots of small businesses involved in subcontracting.

Mrs. KELLY. Okay. Mr. Oliver, I think we have all—we are all kind of going at the same thing here. I think you can get an understanding of what we are trying to ask you. I hope you will be able to give us some clear answers. Thank you.

Chairman TALENT. All right. In view of the large number of Members who want to ask Mr. Oliver questions and the fact that we do have another panel, I am going to put the lights on. And so we will try and stick to the 5-minute rule if we can, but I want to recognize Mrs. Napolitano.

Ms. NAPOLITANO. Thank you, Mr. Chair. And I just briefly discussed this with you in the hallway, Mr. Oliver, is the Marine Corps bundling the food service contracts, they are going to consolidate 15 contracts into two regional cook and chill contracts, and they relied on a study performed by large business as justification for this bundling. But according to the small business owners being affected, this bundling—and he testified, I believe, at our last hearing in August—the costs to the government for this bundling will cost more to the administration for the 15 original contracts.

I am hoping that this is going to be something that I can get from you, is the assurance that you would investigate and reevaluate the bundling and effect on this particular aspect. Part of it—because I did visit this particular business. I flew in and went in visually, and spoke to the owners and it is a very lean operation. I mean without a doubt, I mean I thought it was one of my little old businesses from 20 years ago, that is how lean they are.

And one of the things they brought to my attention is that the quality in the new contract was not the same as called for in your contract. That means our servicemen are not going to get the top quality meat, the top quality beef, chicken, whatever. And I am concerned, because we have them primary in our mind to do the service and be sure that they are well fed. Well, part of this is something that I am concerned.

Then some of the ones that are bidding on it, one is a foreign contractor. So I am going to take very good exception to this particular one, and I certainly would look forward to working with you on this.

And there is many other questions that—I read a lot of the report last night, and it really begs a lot of questions. And I will go because I am on 5 minutes, I would yield to the next speaker, and I am sure we will try and have another round. Thank you, Mr. Speaker.

Chairman TALENT. We will stick to 5 minutes if I can.

Mr. OLIVER. I promise the Congresswoman I will look at that and get back to her.

Chairman TALENT. This is cook and chill for these men and women?

Ms. NAPOLITANO. Yes.

Chairman TALENT. I hope we don't try and justify this one on the basis of quality. That is airplane food, Mr. Oliver, I mean not cook and chill.

Ms. VELAZQUEZ. Not quality, not quality; security, security reasons.

Chairman TALENT. I should tell the Members Mr. Abercrombie hasn't come back. Mr. Oliver is our friend, so we should be grateful

that he is here. And I do appreciate the fact that you are willing to take another look at all of this and that we have made the point to you that you—

Mr. OLIVER. Yes, sir.

Chairman TALENT. Our next questioner is Mr. Hinojosa.

Mr. HINOJOSA. Thank you, Mr. Chairman.

Mr. Oliver, thank you for coming to meet with us. I want to piggyback on Congresswoman Napolitano's questioning of food products. But before I do, I also want to share and associate myself with the frustration that Congresswoman Kelly expressed in that we just don't feel that we are getting real answers that we can go back to our constituents and discuss that we have had this meeting and we found some solutions.

Honestly, I am very disappointed in what I have heard in this first hour of this discussion. I know that in the Department of Defense different Secretaries of Army and other Forces have told us that the goal is 5 percent, to buy 5 percent from small businesses. And, actually, I think that the performance has been less than 2 percent on goods and services. You said that you wanted to talk about big ticket items, that there is no data, you said, using your words that would show that small businesses have negatively been impacted—let me say that the reality is that in the area of goods and services, I am going to divide my questions and stay within the 5 minutes on to big ticket items on food.

I have experience on that, so I will say that on food products such as beef, pork, chicken and so forth, in the categories of raw frozen meat products, in the area of cooked frozen products, char-broiled frozen ready, fully cooked frozen, in those areas are now going to prime vendors, large national distributors. An example of that would be my friend Ed Cisco, and what they have done is they get these contracts and the interpretation of the law has been by the Department of Defense that you can bundle and that you can combine contracts for transportation, for janitorial supplies and janitorial services, and throw them in with food products, and thus show that you were meeting the 30 percent objective that was set out by the Department of Defense to satisfy the small business Committee.

And that doesn't work, that doesn't work, because you have wiped out where we used to have over 30 small businesses bidding on these categories that I gave you, they have just been knocked out, because they cannot bid directly to you, to the Department of Defense. They now have to give bids to Cisco or any national distributor and the way that it is working now, you have just done away with the small businesses that we used to have such a hard time creating because it is capital intensive; and, therefore, by discontinuing to buy from them and take their bids directly, they are not getting it into the big distributors.

Also you have done away with using domestic beef, pork and chicken, because a lot of those products are now imported, and they are being sold as just commercial product to those distributors; and thus our farmers and ranchers are negatively impacted because we are not creating the demand that we once had. And if our farmers and ranchers are complaining about commodity prices plummeting because of innocent demand dropping and because our Department

of Defense is not using our products, then I think that this is proof that it is negatively, I am talking of bundling and prime vendors, is negatively impacting, not only our small businesses, but our ranchers who produce the chickens and produce the pork and produce the beef.

All of this to say that I didn't like what you said that we did not have data to show that small businesses are negatively impacted; that is not our job, that is your job. Our job is to listen to our constituents who hire 10 people or 100 or 300 or more; and if they are telling us that they lost the Department of Defense contracts and friends like Solomon Ortiz, who is the ranking member of Armed Forces and Silvestre Reyes from El Paso also on Armed Forces tell us that one of the biggest concerns that they hear on their subcommittees is the loss of minorities supplying the military, then there must be some truth to what we are hearing in Oklahoma and in Texas that our small businesses are no longer supplying Department of Defense.

There has to be truth to what we have heard these last 3 years. I would like to hear from you what you are going to do about it.

Mr. OLIVER. I am going to get the data. I am going to get the data and determine facts. I am saying to you that when I looked at this in the last 10 days, I do not think there is adequate data at the moment.

Mr. HINOJOSA. I agree, there is no accurate data.

Mr. OLIVER. I will get it.

Mr. HINOJOSA. Can we get it by the spring?

Mr. OLIVER. That is fully my intention. And as I said, I will do it with you. In other words, we will work on the statement of work together. I would like you to have some people that participate in our intermittent—when we get the data as it goes intermittent. We ought to do this together, because otherwise I will just bring a report up here, and you will yell at me, and then that will hurt my feelings. So let us do it together and be comfortable with it.

Mr. HINOJOSA. I am willing to do it together. And I am willing to lower my volume. And I simply want to show you that after 3 years of listening to constituents who say you guys come down here and you call these meetings of business, small business people, and we tell you, and you do nothing. It is just a bunch of political rhetoric that you all come up here with.

And so I am telling you, I didn't come to Congress to give political rhetoric to small business people. I came to try to find solutions that are going to create jobs.

Mr. OLIVER. And I didn't come into government to not do anything, so it is a nice match.

Mr. HINOJOSA. Good. I look forward to working with you, Mr. Chairman, and with the Ranking Member and, of course, with Mr. Oliver. Thank you.

Chairman TALENT. All right. I am going to recognize next on the list in the Democratic side is Ms. Christian-Christensen.

Ms. CHRISTENSEN. Thank you, Mr. Chairman, and thank you for this very, very important hearing. I have a few questions.

As far as women, minorities, and other disadvantaged businesses, the process of bundling leaves much more of the responsibility for other subcontracting to the prime contractor; and, in the

past, we as the Federal Government have had to intervene on behalf of women-owned, minority, and disadvantaged businesses. How has contract bundling in your estimation—I don't know if you were able to answer in the last questioning, how has it really affected the minority small businesses? Have they increased or decreased? Do you have numbers?

Mr. OLIVER. Let me say this again. I am really a fan of real data. And, for example—let me give you an example. There is an effort going forward in the Department of Defense to use credit cards for minor purchases. It seems to me that there is a logical question that if you use credit cards and you allow the people to use credit cards, there is a question about whether or not that impacts small businesses as that credit card limit rises.

Right now it is \$2500. There are a whole bunch of people who say we want to be \$10,000 and above that. I won't let that happen, because nobody's produced the data to show me what has happened with respect to small businesses, you know, before we started and all that.

And I have got all of these companies that are supposedly producing all this—have data and all of that, and they can't tell me where the impact is, but you guys have to pass it. But I won't bring that forward, because there is no data that enables me to come testify to you and say I am comfortable with it.

I would like to say this again. I do not think there is sufficient data to say something either way. There are a couple of studies that talk very nicely about why bundling could be good and can be good in some circumstances. And I think we have to be careful about rejecting change in all areas because as I talked about in some technology areas, you may want to do that. At the same time there is a balance that we are interested in maintaining, it has to do with society and it has to do with other things that we believe in.

I am not comfortable with this data. I will work to get some, Congresswoman.

Ms. CHRISTENSEN. Okay. My next question. I am also a member of the Travel and Tourism Caucus Steering Committee. And we are going to hear testimony from the Society of Travel Agents in Government. But while I have you here, I would like to ask you a question about some of the issues that they are concerned about.

It appears that what the Department of Defense has done has made it just about impossible for small businesses to participate because most travel agencies are small and, on the other hand, it may have made it impossible for even some of the larger travel agencies to compete, because they already have very large contracts to manage. And then looking through that testimony also, the official travel is large in and of itself, but then you have attached leisure travel to those contracts making them more impossible.

How do you foresee fulfilling the responsibility of the Department of Defense to small businesses in the travel industry under those circumstances?

Mr. OLIVER. Let me get back to you, Congresswoman, because I was looking at that this week, and I am not comfortable that I fully understand all of the ramifications. I will get back to you on that.

[The information may be found in the appendix.]

Ms. CHRISTENSEN. Okay. I think my other questions would probably be repetitive, so I am going to move on, Mr. Chairman, and I will have some of my other colleagues to ask questions.

Mrs. KELLY [presiding]. Next I would like to call on Mr. Manzullo.

Mr. MANZULLO. Thank you. I just have a couple of questions. And I am sorry I didn't have the opportunity to listen to your testimony, though I have read most of it while I have been waiting here.

My question concerns itself with, how you are going to do this study. I mean who is going to be hired? How are we going to have people who have been aggrieved who have contacted us involved, and who is chosen to do this study? Is it going to be a think tank that doesn't know what small businesses are about? Can you give us some guidelines that you are thinking about?

Mr. OLIVER. Yes, sir. Yes, sir. What I said is that I would get the draft statement of work over to the Chairman and each member of the Committee today or by the end of this week. And I would like all of you to have your staffs take a look at this within the next 10 days, and then we will talk about it then. In other words I would like to do this together. I mean it is important, I don't want you to think—

Mr. MANZULLO. You want our input on how to do the study?

Mr. OLIVER. Yeah, I would like your input on how to do the study. I would like your input—I would like to get some of the people who have come to you and feel they have been aggrieved.

Ms. VELAZQUEZ. Mr. Manzullo, would you yield?

Mr. MANZULLO. Of course.

Ms. VELAZQUEZ. I would just like to suggest to the gentlemen that maybe he should be working with the Office of Advocacy so that they could help identify an independent firm to conduct the study. That is a suggestion.

Mr. OLIVER. Yes, ma'am. I will take that. I mean, to be honest with you, what I said was that I worked the Committee completely I think, and I will take everything on. I want to have somebody that I think is competent do the study. And I know a lot about this, okay? So what happens is that is the only reservation I said is if we end up with disagreements over who is going to do the study, I am going to choose it. Because I want to have somebody who I think is competent.

But I really like to work with it and rather—and in addition, once we get it established, what I would like to do is I would like to hold—I am going to hold meetings every 2 weeks—every couple of months and say what are you doing and how are you doing, because if you care about a study, that is what you do, and you don't wait until the end and the guy delivers you a piece of paper that you think they missed the whole point.

I will invite your staffs to be part of that. I am willing to be completely cooperative, I know this is surprising, Congressman Manzullo.

Mr. MANZULLO. We still vote on your appropriations bill; I would remind you.

Mr. OLIVER. I noticed that, sir, that is the only reason I am here. I am just saying let us make this—let us do this together.

Mr. MANZULLO. We are very much concerned, because the little business people are going to get squashed. You are going to hear from four groups here today, what I would like to see—in addition, I would like to see not only the people that you propose, I want to know their background; I want to know what studies in the past they have conducted; I want to know if they worked with small businesses; I want to know if the people who are going to do the study have any small business background themselves.

Because small business people—I was raised in small business. We think differently than people who work in government, including myself, we think differently than big people. That is just the way we are. We are a very unusual breed of people and insist that—I mean, we may come down to the fact that you may not agree on the people to do the study, we will have another hearing.

And at that time, we will have some small business people have the opportunity to have input on why they think that the people that you want to choose may not be the particular people who—for example, maybe somebody like the National Federation of Independent Businesses might be good people to contract with. They do something like that, because they know small business people.

Mr. OLIVER. Congressman, I am absolutely open and willing to discuss this period.

Mr. MANZULLO. I appreciate that.

Mr. OLIVER. If you don't like it, you can call me back for another hearing, because you guys are in charge.

Mr. MANZULLO. Thank you, I appreciate that. That is all I have.

Mrs. KELLY. Thank you, Mr. Manzullo.

Mr. Phelps.

Mr. PHELPS. Thank you, Madam Chairman. I just have really a general question, and this can't be a new thing that has been brought to your attention, the idea and the mentality of women-owned and minority-owned businesses getting a piece of the action of the Defense contracts.

So I guess my question is, none of this came up in the August hearing. Do you have any policies set forth for your people to say, your people to say I would like for us to meet this goal, that goal, to make sure we are active? And I guess in that I would follow up to Nydia's questions and concerned working with the Advocacy Office and people in small business in every aspect to try to improve the atmosphere.

You would think you would want to come before us, and say I have got good news to report to you before you ask the questions that are haunting us, this is what we would like to say we have improved on; is that coming about?

Mr. OLIVER. Yes, sir. We have policies, which I think are very explicit about the importance of small business, minority-owned business signed by the Deputy Secretary of Defense.

Mr. PHELPS. Are these new policies, or have they always been there?

Mr. OLIVER. They have been there for years. I think the first one, the one that is currently—anyway they have been there for years. We are tracking to—I get reports like this every quarter about how

we are doing with respect to our goals. I talk—how often do I talk to you, Bob? I talk to Bob 2 or 3 times a week. I know where we are in the goals, that is the reason I said at the beginning, I don't have data on how bundling is affecting specific things, but I do have data on the overall picture, and in the overall picture there has been no significant change since bundling started, okay?

And we have met our goals in most years, eight out of the last ten, the goals have essentially been increasing. And I think the amount that is going to—and in my indications statistically is an amount that is going to small business is increasing over the years. I think there is a good story there, but I am not sure that is the issue of this hearing. But I want to tell you that I understand there is a good story.

Mr. PHELPS. I understand. It is my understanding, of course I am not a new member, that I guess this issue is somewhat focused, but it involves many things that are not described as probably the agenda.

Mr. OLIVER. Yes, sir.

Mr. PHELPS. I am just interested in knowing if this has been such a policy that has been in the record, and it is part of the format and it is—and you are pushing to get these goals met, if they haven't been met, someone needs to answer why and then maybe we can play a part, instead of blaming everybody, we are just trying to help.

Mr. OLIVER. Yes, sir. And—

Mr. PHELPS. But I know the data is maybe the key.

Mr. OLIVER. We have not met our goals in 2 years, I mean I know—

Mr. PHELPS. Has anyone stepped forward and said perhaps this is a reason why or why not?

Mr. OLIVER. Not meeting the goals in 2 years out of 17 to meet? We have met our goals in 15 out of 17 years and every time you meet the goal, what you tend to do is ratchet the goal up because this is an important issue.

Mr. PHELPS. Raises the standard, I understand.

Mr. OLIVER. Yes. So we met our goal in 15 out of 17 years, what I am saying is—

Mr. PHELPS. But the goal of minority-owned business is my specific question. You are saying you met that goal and you are pretty much satisfied; is that what you are saying?

Mr. OLIVER. No, no, I am saying that—

Mr. PHELPS. You made the goals specifically.

Mr. OLIVER. I will tell you what I was thinking about with this hearing. I may have interrupted. Instead of coming forward and giving you a general thing that says—in fact, this is what my staff said, they said, look, what you go over and do is, you say, look, we met the goals 8 of the last 10, 15 out of the last 17, et cetera, et cetera.

And you can talk about the changes in government procurement and the changes and the money, where it goes to, I don't think that is the issue. This is me. I think your issue is what does bundling have to do with what is going to happen to small business?

In other words, you are thinking about, you are doing in some limited cases bundling of contracts. What is the impact of that on

small business, and what do you expect it to be? Do you understand what I am saying? I am not giving you platitudes in how we are meeting this in 15 out of the 17, 8 out of the last 10. I am trying to address what I think is the Committee's questions.

Mr. PHELPS. For a new Member, maybe I am out of place, you keep referring to bundling as if it is already understood what it is, and then part of the questions we have is can you define bundling.

Mr. OLIVER. Yes, sir. There is a very specific definition of bundling which is in the legislation or the SBA regulations that says it is two or more contracts of \$10 million which are put together, which are currently out as smaller contracts. I think there is pretty good guidance, which is good, because it means I have got thousands of people in the field that have a feel for what bundling is and therefore then what small business restrictions they have to make.

Mr. PHELPS. Thank you very much, sir.

Mrs. KELLY. Thank you, Mr. Phelps.

Mr. Davis.

Mr. DAVIS. Thank you very much, Madam Chairman.

Mr. Oliver, we were talking about the Office of Advocacy a moment ago. It is my understanding that they have developed statistics which show that for every \$1 of bundling that small businesses lose \$1, but every time a contract is bundled, the dollar amount is just the reverse for small business opportunity and small business development. How would you respond to that?

Mr. OLIVER. Congressman, I will get that data and review, and I will give you an answer. I need to review it.

[The information may be found in the appendix.]

Mr. DAVIS. Just a moment ago when there was a discussion relative to the meeting of goals, which goals were you talking about?

Mr. OLIVER. I was talking about small business prime contract. As you know, there are a whole bunch of goals. I was just looking down at small business primes.

Mr. DAVIS. So you are saying that DOD has been meeting those rather consistently?

Mr. OLIVER. Yes, sir. Absolutely.

Mr. DAVIS. As an example of what is being met, having been met, would you share—let us take it year to year.

Mr. OLIVER. Yes, let us take 1997, the goal was that you have—21.7 percent of the primes would go to small businesses, we were at 22.9 percent. Let me give you a year we don't make it. 1998, the goal was 21 percent, which is \$23 billion and—or the goal was 22 percent, we made 21 percent. Eleven months this year, we are at 19.9 and the goal is 20.6. And I don't know whether we are going to make it. But I mean that is an example what I was looking at.

Ms. VELAZQUEZ. Mr. Davis?

Mr. DAVIS. Yes.

Ms. VELAZQUEZ. Would the gentleman yield? But he doesn't say to you that the goal for every other Federal agency has been set at 23 percent, even though they have the largest budget of all the Federal agencies combined.

Mr. DAVIS. I think—and that comes back to actually—

Mr. OLIVER. What you are buying.

Mr. DAVIS [continuing]. What you are buying. And the question is, is there anything about the Department of Defense in terms of structure or in terms of what it uses that makes it more difficult to use small minority-owned business in procurement? Is it more difficult for Defense to do it than somebody else?

Mr. OLIVER. I don't know if it is more difficult, because we have really good contracting officers, and whether or not members of the Committee believe this, they really are pure of heart of people, I mean that are interested in doing good government. And so the people I have seen work really, really hard to do what roles are set down by this body that are of the interests to the country.

Now with respect to—there are some questions, and I haven't explained it well and I need to try better, but what happens is if you are buying services or if you are buying things for the General Services Administration that are relatively small items, and you are buying aircraft carriers, there is a difference in the number of small businesses that can be primes.

And I am telling you that we do—out of the money that we spend, approximately \$60 billion a year goes to what I was referring to as big ticket items, really complex items that take a great deal of experience, a great deal of experience, that is more difficult for a small business to be prime on it, and at the same time when I look at the numbers, I have got small businesses as subs for more than 40 percent of what we are doing. And I don't know if it is the right number or not, but it hasn't decreased. So I think there are some special things about the Department of Defense.

Mr. DAVIS. Has the Department given any thought to looking at other kinds of items and perhaps targeting or skewing those numbers towards small business?

Mr. OLIVER. Those numbers towards that.

Mr. DAVIS. Yes.

Mr. OLIVER. Yes, sir. And we have different goals in different areas. And I will have to get them to you, but I know it is going on, because in the construction business, for example, this is an area specifically that you can go after.

Mr. DAVIS. Yes.

Mr. OLIVER. I will get back to you.

[The information may be found in the appendix.]

Mr. DAVIS. I appreciate that, because it seems to me there would be just the opportunity to try and compensate or make up for the inability to compete as effectively on the big ticket items that you might make up on some others.

Mr. OLIVER. Yes, sir.

Mr. DAVIS. Thank you very much.

Mr. OLIVER. That is a good point.

Mrs. KELLY. Ms. Millender-McDonald.

Ms. MILLENDER-McDONALD. Thank you, Madam Chair. Good morning, Mr. Oliver. It is good to see you here. I hear you have been in your position just for 18 months; am I correct in that?

Mr. OLIVER. Eighteen months, June of last year, whatever that works out.

Ms. MILLENDER-McDONALD. That is about 18 months. Madam Chair, I do have a statement for the record. But I would just like to just read excerpts from that statement, Mr. Oliver. And it states

here that the proposed Air Force bundle known as the Flexibility Acquisition and Sustainment Tool which is FAST, bundle would consolidate thousands of contract requirements into as few as three prime contracts, for three out of five Air Force Bases. The estimated value of this bundle ranges from a high of \$18 billion over 15 years to \$3 billion over 5 years.

And this is a type of bundling because of its size that would exclude small business from prime contract opportunities. Given that and given my position as Ranking Member on this Committee's empowerment subcommittee, I am determined to ensure that small businesses are empowered.

Now from that premise, we recognize that small businesses will be the engine that drives the economy in the year 2000. I have voted for the DOD budget because of the jobs that are in my district from the Defense budget. But by the year 2000 small businesses will be creating more of those jobs.

Given all of this, I have now read the GAO report that indicates that you were asked, or the DOD, you were not there, that is why I asked if you were there, but I need you to follow up on this. April of 1994, the GAO report said that Congress to the DOD, in terms of your contracting, that Congress had expressed concerns that small businesses are losing opportunities to contract with the Federal Government because contracting agencies are packaging contract requirements into acquisitions that effectively may preclude small businesses. This practice is known as contract bundling.

It goes on to say that DOD advised us it could not provide any historical data from which we could have accessed or assessed, I am sorry, the extent and impact of bundling. That was 1994.

Someone has done some type of empirical data, hopefully, to suggest why contract bundling has not been effective for DOD. This is 1994.

I would suggest that you go back and look at whomever was there, because this GAO report suggests that someone should have been looking into the impact, the negative impact of bundling as it relates to small businesses in DOD.

I further call your attention to the fact that DOD officials and others believe bundling could have a negative impact on small businesses that want to compete for government contracts. I am just reading excerpts from this, because it is important that you understand this issue has been raised by a GAO report to DOD. And there has to be some empirical data someplace that we can draw from to see why is it that if your policy continues to be a bundling policy, then we need to go back and revisit that, because it is important that, again, small businesses get those contracts from DOD; or I will have to reassess my position when it comes time to being on the floor.

Now, the other thing I want to know is that if you are looking at the reports from your contracting officers and you are evaluating that, do you not see that disparity between those contracts vis-a-vis prime, sub, small businesses, large contractors; and if you haven't, I really firmly suggest that you do that and report back to this Member. And I am sure all other Members want it, because we all have small businesses, but it is important that you go back and see why is it that this was raised in the GAO report in 1994,

and yet you are saying that you do not have—I am thinking I hear you saying—empirical data. Thank you, Madam Chair.

Mr. OLIVER. Congresswoman, there are a couple of things you might want to have your staff look into. One is with respect to FAST, the people told me that they are specifically including three contracts and a contract which has to be awarded to a small business association. One of the primes has to be a small business, okay?

Ms. MILLENDER-McDONALD. Okay.

Mr. OLIVER. And secondly, the other criteria they are looking at very carefully—

Ms. MILLENDER-McDONALD. One of the three.

Mr. OLIVER. I think it is three in one. And I think they are going to—they intend to award 4 contracts, one has to be a small contract.

Ms. MILLENDER-McDONALD. One in four, okay.

Mr. OLIVER. The other part is they have—they are looking at very specific criteria to insist that the other three—the three primes are not small businesses, have significant small business inclusion. So somebody—there may be a data flaw there.

Ms. MILLENDER-McDONALD. Would you double-check that and then get back to me on that?

Mr. OLIVER. Yes, ma'am I am.

[The information may be found in the appendix]

Ms. MILLENDER-McDONALD. I am also understanding your prime gets paid within 10 days, and your subs that are related to the primes have a much longer wait for their money, which is absolutely unacceptable.

Mr. OLIVER. It is a separate issue. And I will take it Ms. Congresswoman. As you know it is a separate issue, but I will get back to you.

Ms. MILLENDER-McDONALD. Please do.

[The information may be found in the appendix.]

Mr. OLIVER. Let me—there is another—something you said and—anyway, if my staff—I mean all the people who work this work for Jack Gansler and me, they have been unable in 10 days to locate any data. I don't think the data exists.

Ms. MILLENDER-McDONALD. Someone has just given you a blue note.

Mr. OLIVER. I will read it to you verbatim just to show how much I share with the Committee. I hope it doesn't say anything about my laundry. All 8(a) contracts will remain. What he is trying to tell me is that the 8(a) contracts—that currently all the stuff that FAST is going to do with this, the 8(a)s are going to be exempted from it. Do you understand what I mean? They are not going to be bound up in the bundles that is besides the point.

Ms. MILLENDER-McDONALD. That is a different program altogether?

Mr. OLIVER. Yes, ma'am. We will get back to you.

Ms. MILLENDER-McDONALD. I understand that.

Mr. OLIVER. What I am pledging is to go out and get data in cooperation with the Committee so the Committee can see all of this. And we will determine that. And that is it.

Ms. MILLENDER-MCDONALD. All I am saying is, sir, we need to have you go back and look at this 1994 report as to why data was not collected at that time, given the question raised on the GAO report. Thank you.

Mr. OLIVER. Yes, ma'am.

Mrs. KELLY. Thank you, Ms. Millender-McDonald.

Ms. MILLENDER-MCDONALD. Thank you.

Chairman TALENT. Mr. Oliver, I just want to ask two quick questions here. I would like to know what effect, what the effect of this change will be on the small business primes? How many of them are likely to be wiped out?

And the other thing is that they may be able to bid on—the small businesses may be in the initial contract, but when that contract then is reupped, they are going to be out.

Mr. OLIVER. Yes.

Mrs. KELLY. So we want to make sure that doesn't happen, and I want to go on record as saying that.

And now I am going to call on Ms. Tubbs Jones so that she can quickly ask some questions here.

Ms. JONES. So you won't have to be here after the break.

Mr. OLIVER. Yes, ma'am.

Ms. JONES. Mr. Oliver, I am reading from your statement on page 6, and it says, in the DTS-CE program for example we were unable to award prime contracts to small business. We required the successful contractors to commit a 20 percent business subcontracting goal.

My question is, how did they do?

Mr. OLIVER. I will find out, ma'am.

[The information may be found in the appendix.]

Ms. JONES. Okay. Secondly, I keep hearing you say that we can continue to meet 20, 21 percent with small businesses. My question is, in light of the fact that we are in a bull economy and the economy is supposed to be doing so well, why would it not be that you are exceeding the 20, 21 percent for small business so that small business enjoys in the fruitful—in the fruit of this great booming economy? Because what it would suggest to me if you are still at 20—at that level, that small business may not be really—

Mr. OLIVER. My economy isn't increasing. My economy is dependent upon you guys completely, and you guys are reducing my economy.

Ms. JONES. Not you guys, because I have only been here 11 months, so it is not me yet, but if you don't continue to deal with small business, I will move to reduce it.

Mr. OLIVER. You will help to reduce that.

Ms. JONES. Yes, sir. Thank you. But I want to associate myself with the comments of my other colleagues, and only because we are short of time, but it is clear to me that we need to be sure and understand the impact that bundling has on small business and for me particularly minority and women businesses and to understand if it is not doing what we need it to do, then we need to figure out bundling is not what government needs to do.

I would like that to be my statement for the record. I am done.

Mrs. KELLY. Would you like me to hold the hearing open so you can continue?

Ms. JONES. No, I don't want to be accused of that. No, no, I associate myself with the rest of my colleagues.

Mrs. KELLY. Mr. Oliver, I am going to hold the hearing record open for a certain period of time because there are written questions and there are people who were not able to be here to ask their questions, so you should expect that.

At this time I am going to—we are going to adjourn just simply to go and vote for a certain space of time and then we will be back. Ten, 15 minutes. When we come back, I am going to impanel the second panel.

[Recess.]

Chairman TALENT. All right. If the witnesses for the second panel will come forward, please, we will get that part of the hearing going. And I want to thank these witnesses, many of whom came a distance for being willing to do that. When we get to—when we get that down when we get—when we need it I think.

Our first witness on the second panel is Mr. Paul Murphy, who is the President of Eagle Eye Publishers of Fairfax, Virginia. We will have members of the Committee coming back in, but I want to get going because we are a little behind time, Mr. Murphy.

STATEMENT OF PAUL MURPHY, PRESIDENT EAGLE EYE PUBLISHERS, INC.

Mr. MURPHY. Good morning, Mr. Talent, members of the House Committee on Small Business, thank you for the opportunity to testify today about the impacts of contract bundling. As you may be aware, Eagle Eye is currently under contract with the Office of Advocacy at the U.S. Small Business Administration to update our 1997 study about the impacts of contract bundling on small businesses.

Our new study is in the final stages of completion. And I am sharing with you today several of our key findings that will be incorporated into the final analysis, and the final report should be available later this month.

According to our latest figures, contract consolidation in general and bundling in particular are at their highest levels since the start of year-by-year measures in fiscal 1992. The share of all contracts that are bundled reached a new high of 12.9 percent in fiscal 1998, up from 11.6 percent in 1992.

The annual share of bundled contracts bottomed out in fiscal 1995 at 10 percent and has risen steadily since. I reference table 1 at the back of the testimony there. The increasing tendency towards bundled contracts has occurred during a period of overall contract consolidation. Since fiscal 1992, accounts of prime contracts valued at least \$25,000 have declined at least 16 percent from 200,198 to 167,255 in fiscal 1998.

Total prime contract dollars remained a relatively stable \$184 billion in fiscal 1998 leading to a growth in average contract size from \$915,000 to \$1.1 million. Although the number of large contracts valued at least a million dollars declined with the overall decrease in the number of contracts, the share of large contracts; that is, contracts greater than \$1 million grew from 18 to 21 percent. At the same time, the share of small contracts valued less than \$1 million dropped from 80 to 79 percent.

During this 10-year period, the average size of a large contract became smaller, while the average size of a smaller contract became larger. Now as the average prime contract grew in size, the number of individual contractors as measured by unique DUNS numbers shrank 16 percent from 83,915 in fiscal 1992 to 70,755 in fiscal 1998. In fiscal 1992, small businesses represented 69 percent of all contractors but constituted only 66 percent by fiscal 1998.

So in other words, our data show that larger and larger contracts are being awarded to a shrinking number of prime contractors, a growing percentage of which are large businesses.

Let me talk a little bit about our methodology in analyzing bundled contracts. Our study captures only a portion of the bundling that actually occurs. And there are a number of reasons for this. The first has to do with how we define a bundled contract. As we did in our first analysis, Eagle Eye still considers as bundled those contracts exhibiting dissimilar standard industrial classification or SIC codes, contract type, and place of performance codes.

Differing product service codes, another market indicator, are also a potential sign of bundling as they would show differences in the type of work being performed on a contract, similar to differences in SIC codes.

Chairman TALENT. Mr. Murphy, let me ask you a question to clarify this section of it. So you only consider contracts as bundled if the bids that are put together have dissimilar SIC codes?

Mr. MURPHY. Yes.

Chairman TALENT. So they are different kinds of work?

Mr. MURPHY. Yes.

Chairman TALENT. I mean I don't understand the logic of that, because let us take the travel agent-type of contracts, they wouldn't have dissimilar SIC codes, but if they put together all the different travel agent bids for several bases, that certainly is a bundle isn't it? Or would they have different SIC codes?

Mr. MURPHY. You anticipate my third paragraph there.

Chairman TALENT. Okay, all right. Go ahead, then I will probably ask about that later then.

Mr. MURPHY. Okay. Differing product service codes are a potential indicator of bundling as they would show differences in the type of work being performed on a contract similar to differences in SIC codes as we said. However, we found many differences in PSCs to be spurious as a result of changes in the PSC coding system over time. Also some differences in PSCs are subtle and need further study before we treat them as indicators of bundling.

For instance, I am thinking there in terms of R&D codes which show different stages of R&D which can sometimes be very subtle differences and we didn't necessarily think that was an indication of bundling. Had we included the 72,749 contracts fiscal 1989 to 1998 that exhibited differences in PSCs in our assessment of bundling, the bundled contracts share we are measuring likely would have jumped to well over 20 percent a year.

A second reason our measure of bundling is understated is that in this analysis, we altered our methodology to include a 4-year lookback period in determining instances of bundling on each contract. In our year-by-year measure of bundling that is fiscal 1992, 1993, 1994 we began in fiscal 1992, in our year-by-year measure,

we flag a contract as being bundled only if it exhibits differences in SIC, contract type and place of performance code up to and including the year being measured.

This controls for the tendency of older contracts to show increased signs of bundling over time. Am I—

Chairman TALENT. Now, you go ahead.

Mr. MURPHY [continuing]. To rush? This controls for the tendency of older contracts to show increased signs of bundling over time which has the effect of boosting bundled contract rates in the later years of the analysis. We estimate as much as 1/3 of all bundling that eventually occurs over the life of longer contracts is missed using this lookback strategy.

A third reason the study understates bundling is that, by definition, a bundled contract requires a modification. If a contract shows no mods in the database; that is, only one action, then it cannot be considered bundled.

A fourth source of understatement is the fact that bundling, and here is your point, Mr. Talent, is the fact that bundling can occur within the same SIC contract type and place performance codes. If modifications occur on a contract that show no differences in these codes, then again the contract cannot be considered bundled according to our methodology.

Still another source of understatement is that our measure relies on contract officers who are willing to go to the trouble of reclassifying contracts as the work performed under a contract changes over the contract's life. Given the increased workload COs must perform, we must assume that many bundled actions go undetected because COs are simply trying to push work off their desk as quickly as possible.

Finally our bundled contract measure is understated because our methodology only captures 62 percent of all dollars on contracts worth at least a billion dollars. Most people would agree that contracts this large are by definition bundled.

Distribution of bundled distributions. Bundled contracts are distributed disproportionately to large businesses. Our data show that between fiscal 1992 and 1998 small businesses received a total of 784,427 contracts or 62 percent of all prime contracts awarded during this period. However, small businesses receive only 53 percent of the bundled contracts. In terms of dollars, the \$310 billion small businesses received in the 10-year period constituted 17 percent of all prime contract dollars, yet their \$106 billion share of bundled contracts constituted only 10.8 percent of all bundled dollars. That is referenced in table 3.

So in conclusion, contract bundling and contract consolidation are occurring. And it is working to the detriment of the small Federal contractors. Average contract sizes and rates of contract bundling are at their highest levels since fiscal 1992, having grown steadily since the mid-1990s.

The trend toward contract consolidation benefits large businesses at the expense of small businesses, because large firms are better able to position themselves as recipients of contracts of increasing size and complexity. Overall declines in the numbers of small businesses may be linked to recent declines in small business Federal market dollar shares. Plans for further bundling and contract con-

solidation by DOD and other agencies will only exacerbate these trends.

I brought along our database if we have time to take a look at it. RPTS SEBO

Chairman TALENT. Yes, please.

Mr. MURPHY. Ms. Velazquez had asked some questions about Warner Robbins. Eagle Eye has the Federal Procurement Data Center's database on CD-ROM, and about 3 years ago we put it all on Windows to enable quick, interactive reporting. And the database, as you know, is a database of all the prime contracts, \$25,000 and up. It is a database of all the transactions, which is all the task and delivery orders on the contracts. But we have taken the data and presented a top-down view, basically a view 10,000 feet, if you will, to show key trends very quickly.

We are looking at contract transactions that occurred on contracts that were active between fiscal 1994 and fiscal 1998. And we present eight screens with which to view the data. You can view the same selection of data by agency, by claimant area, contract number, company, place performance, product performance, SIC codes and weapon codes. Right now we are looking at the agency screen with no filter set.

I am going to switch to the place of performance screen to show you the same set of data, ranked by place. And as we scroll down, obviously we see California is ranked first. California received \$130 billion over this 5-year period. These are contractors doing business in California, not just with street addresses in California.

Then comes Virginia, Texas, Maryland, and so forth, until you get down to 11, which is Georgia. And they received—

Ms. JONES. Can you blow it up?

Mr. MURPHY. That is what I am going to exactly.

So you get down in Georgia here in the lower window here, you see all the cities in Georgia ranked by their 5-year dollar totals of the Federal prime contracts that were received by all agencies, DOD, DOE, NASA, etc.

Now, what I did before coming here to save time was—let me just jump here to the company screen and show you again the same information by company, Lockheed, Boeing, Raytheon; and as you scroll down in the top window, you see all the subsidiaries and the divisions of those companies change.

And the same thing with contract. You have contract numbers up here, and down below you have all the mods on those contracts, and you can tap this data around and see who received the contract, who awarded it, the Air Force, headquarters, what work was done, the contract, product service, SIC code, where it was performed—this one happens to have been an area—and various terms and conditions of the contract until we get back to the mod record itself.

Prior to coming here, I set a filter—since I knew somebody was going to be talking about the Warner Robbins situation here, I set a filter on place of performance Robbins Air Force Base or Warner Robbins. There were actually two place performance designations for Robbins in the database. If you are familiar with the data, you also know there is a code called the type of business code that starts with ABC and goes down to JK and L. Type A represents

all the SDBs, all the minority-owned businesses 8As and so forth. And business type B are all the other types of small businesses.

When you set this filter on the data and then you look at the Agency screen, we can see not surprisingly that DOD spent 99 percent of the money at Warner Robbins in the 5-year period.

But when we go to the company screen now, Ms. Velazquez, here is an answer to one of your questions. Here are the small businesses, ranked in dollar order by the work that they are doing at Warner Robbins. And this number up here tells you these companies—these small businesses received a total of \$398 million over the 5-year period. A total of 347 contractors received that \$398 million.

And I did another analysis without the type A and business type A and B filter set. And I know the total amount of money spent at Warner Robbins was over \$900 million over the 5-year period. These dollars represent about 41 percent of that total. If you want to know what kind of work they are doing on these contracts, you can just go to the SIC codes and see that there is a lot of 1542 work, nonresidential construction, that was a significant part of it, 102 million; 42 million of it was engineering services; 37 million plumbing, heating and air conditioning; a lot of the kinds of services that small businesses provide.

If you go to the contract screen, you can see the same data, sorted, totaled and ranked by contractor. Here we see that small businesses received 712 contracts; that is what this 712 number represents, 712 contracts at Warner Robbins over the 5-year period, the largest one being \$16 million total, and then followed by 11 million, 9 million, 9 million.

So, the question that arises as far as bundling at Warner Robbins goes is—is it too much of a burden to ask the government to maintain this group of contracts and these 300 or so small business vendors or; is it better, more efficient, better value to consolidate under one contract?

There are a lot of considerations that arise, but you are talking about eliminating as many as 712 contracts and a total of 347 companies. So this gives us a sense of the scope of the impact of the proposal to bundle the contract.

Chairman TALENT. Very briefly. We want to go to the other witnesses. Show us how many of those are just SDBs, small and disadvantaged businesses. Which was it, filter A? Let us just see how many there were.

Mr. MURPHY. Yes. Now it is just going to be filtered by Warner.

Chairman TALENT. Just how many at Warner are small and disadvantaged businesses?

Mr. MURPHY. I have to go back in and set business type A. It will take a few seconds. It is actually pulling over 2 million records of data and setting these filters. So we go into the contract fields. And there is a field down here called "Business Type." Let's see if I can pull it out here quickly. You just go in here, enter, filter, add business type A.

It is actually doing a subselect of all the business type A contracts over the 5-year period, and then when I click okay, it will merge it with Warner. Also, I might point out that Eagle Eye, my firm, is the company that developed the Federal Funds Express

Website for the House, and you have some capability to do this on your Federal Funds Website.

We didn't—we weren't asked to provide all of the fields like business type fields that you see here to select the data, because there was a limited number of fields that the House Information Resources felt that they needed to provide to fulfill their mandate. But the system that we have on-line for you is built in a modular fashion and can readily be modified.

Okay. We should see—it should come up here momentarily. There we go. Over 5 years there were 328,000 actions with the SDBs. I am going to click okay. And it is going to merge that with Warner. As you can see the filter says business type A and then place performance, Robbins and Warner Robbins. So now we are in the contract screen. We are looking at a total of \$118 million, 117.5 million worth of contract over 5 years, 179 contracts. And now I am switching to company. Here we see that we are talking about 93 minority-owned firms, SDBs.

Chairman TALENT. These are as primes?

Mr. MURPHY. These are the just the primes, working on contracts worth \$25,000 and up, unclassified work being performed.

Chairman TALENT. The minute you bundle all of these, they are just gone?

Mr. MURPHY. They go away.

Chairman TALENT. Okay. Thank you for your testimony, Mr. Murphy.

[Mr. Murphy's statement may be found in the appendix.]

Chairman TALENT. Next, Mr. Brooks will be next, if we can have your testimony. Again, thank you for coming. I have already gone over some of it in your questions. I found your testimony very helpful, Mr. Brooks.

Mr. BROOKS. Thank you so much. I appreciate that. I have basically summed up my written testimony in a brief prepared statement.

Chairman TALENT. Go ahead.

STATEMENT OF CRAIG BROOKS, PRESIDENT, ELECTRA INT'L TELECOMMUNICATIONS

Mr. BROOKS. Thank you. Good afternoon, Chairman Talent and distinguished members of the Committee. I appreciate the opportunity to speak before you today. My name is Craig Brooks. I am president of Electra, a small business that provides telecommunications services to the Department of Defense. I appreciate this opportunity to describe how arbitrary, unjustified and what I believe to be illegal bundling has had a devastating impact on my company.

In 1989, Electra began to participate in the DOD's open competitive market for telecommunications services. Since then, Electra and as many as 50 other vendors, including other small businesses, have competed vigorously for contracts. Although the market was successful for both participating vendors and DOD agencies, it has now been all but eliminated by a single bundled contract, and that is the DISN Transmission Services-CONUS Extension. We know it as DTS-CE.

I will cite a few specific ways in which contract bundling severely harms small businesses and follow each with examples from the DTS-CE contract. First contract bundling favors the largest market participants. With respect to the DTS-CE, the DOD claimed to have structured a contract for as many as six awardees, including one small business; however, the contract went to three industry giants, AT&T, MCI-Worldcom and Sprint.

The Small Businesses Reauthorization Act defines contract bundling as consolidating two or more procurement requirements into a single contract unlikely for award to a small business. The DTS-CE contract bundled 600 services and special requirements into essentially a single bundled contract that then became what I consider a large business set-aside.

Second, the decision to bundle services is often arbitrary, unjustified and without supporting market research, as required by the SBRA. With respect to the DTS-CE, SBR required the DOD to conduct market research to determine whether consolidation of contract requirements was necessary and justified. I am unaware of any type of research in this area that has been conducted at all by DOD.

SBRA further states that DOD should identify benefits of such bundling, as well as impediments caused to small businesses. Once again, I am unaware of any study that DOD has done prior to, as opposed to after the fact, taking a look at that. And I think what we just heard from Eagle Eye supports that.

Third, small businesses lack the capital, facilities, geographic diversity and ability to assume risks inherent in large bundled contracts. With respect to DTS-CE using the SBRA definition of bundling, the contract, DTS-CE, employed diversity and size of performance elements. This made it all but impossible for small businesses to provide multiple diverse services within the required delivery intervals.

It employed geographical dispersion of contract performance sites. This placed small businesses at a significant disadvantage to companies with large national networks. And, third, it employed specialized performance elements. These elements in the DTS-CE were unjustified, discriminatory, and they added unnecessary risk.

I am going to stray for one moment, and maybe you and I are on the same wavelength, but security requirements fall right in here.

Chairman TALENT. Before you get into this, because I think your testimony is particularly good, Mr. Brooks, is step back, we are all lay people in terms of procurement and telecommunications.

Mr. BROOKS. I understand.

Chairman TALENT. Tell us what kind of services we are talking about here for lay people, how they used to do it and procure, how and how they do it now. I think you can do this in a minute or two.

Mr. BROOKS. Right. I can give you a very simplified answer. And I will keep it low on the acronyms. Essentially, let us take an example local to us here. Let us say we have Andrews Air Force Base in Maryland, and we have—for some reason they need to talk to Fort Belvoir in Virginia, that communications—the DOD would specify that we need a fiber-optic communications line to go between those two sites.

And the way they used to do it is they had an electronic bid bulletin board, and essentially this became—I am sure you are familiar with the concept of an IFQ, an invitation for quote, or an invitation for bid. And they put out this with very simple specs, here is where one side is, it is this building at Andrews Air Force Base, the other side is this other building is at Fort Belvoir, we need a fiber-optic line between there.

There are a variety of folks that can bid on this, and on average, on this electronic bulletin board, you would have 7, 8 and as many as 50 people registered to bid under this bulletin board by putting in essentially a BOA, to be able to put in a bid. So you put in a bid, and the government selects based on various very basic criteria we are all familiar with; meeting the technical specs, meeting the delivery requirements, and a price at that point.

Now, if security is in the technical specs, then you have to meet it, it is that simple. The examples that I had given in my written testimony, Mr. Chairman, that particular one that you read to the gentleman from DOD was one of those specifications. How is the government—and I think this speaks to really the heart of what I consider kind of some back and forth and some misrepresentation of some of the facts. How does the government achieve security on that type of situation?

Well, it is very simple: Encryption devices on each side, and the government equipment is in a government-owned and government-controlled facility, so they are asking for a COTS solution, commercial off-the-shelf solution. They need a fiber line that is available from the commercial carriers in the area, Bell Atlantic, MFS Telecom, Winstar, go down the list. Some are large businesses, some are small businesses. They need that service. We bid. Those services are awarded. We install. The government controls security of the data across that line to prevent hacking by encrypting the data and ensuring that the access to get the data into that line is controlled through their own people in their own facilities.

That is what most of these contracts involved, and over 5,000 of them my company was involved in. We won over 20 percent, we beat AT&T, Sprint, MCI, and now basically we are locked out because of this bundling.

Chairman TALENT. A crude but accurate comparison. This is like we in our homes buy long distance telephone service.

Mr. BROOKS. Yes, exactly.

Chairman TALENT. It is as if we decided—and probably most people have the larger carriers, but you can buy the longer carriers if you want for your own home.

Mr. BROOKS. Correct, correct.

Chairman TALENT. Go ahead.

Mr. BROOKS. I will just briefly continue here. Anyway, that does describe accurately the special performance elements that were in this contract.

My personal opinion is I believe that those were added in by the large contractors in my discussion with them. Unfortunately, I can't get anything in writing, as you know, through some discovery process to find that out. That is just my personal belief.

There is another worst aspect to bundling even beyond what we have heard with these contracts that are let and then the winners

walk away with this large money and the small businesses are left to the side, and that is something that we consider the gatekeeping aspects of bundling.

Bundled contracts function as market gatekeepers, preventing all noncontract awardees from competing for future business. Now this is business that wasn't included in the original contract. In terms of DTS-CE, the DOD without contractual requirement made the arbitrary and unjustified decision to allow DTS-CE contractors to split bids for future requirements. In essence, the DOD created a bundled contract that only the largest companies could compete on and now uses that contract to prevent small businesses from competing on any future requirements.

Mr. Chairman, in my opinion, the problem can be summed up in one statement, and that is Federal agencies are not in compliance with the SBRA. I know that this hearing is focused on the DOD, but I could speak for hours about situations that are going on with GSA, with FTS2001, DOJ, et cetera. Bundling should be used only in those rare instances when it is properly justified and its impact on small business is minimal.

What small businesses really need is an environment that stimulates full and open competition. With that respect, I would just like to offer just very three brief suggestions. The first is that telecom services could be offered on the GSA's Federal supply schedule. Right now, believe it or not, the GSA doesn't allow a vendor like myself to submit a schedule for telecom services. It says right in the schedule solicitation, don't submit, because this interferes with FTS2001, so if I wanted to go to the DOD and say, I have my telecom services on GSA schedule, you are not allowed to.

Secondly, our experience has showed that these electronic bid bulletin boards are very helpful for small businesses. They allow for rapid turnaround, and I believe that they decrease the administration burden on the government, and I think that those are some recommendations that the Committee should look at as far as stimulating small business participation.

And, third, agencies and departments should be empowered to encourage competition, not forced to use these bundled contracts that we have seen here today.

In conclusion, you can tell I am a little passionate about this. I am very frustrated about the impact that the bundling situation has had on my business. All I am really asking for is an opportunity to continue to be able to compete in this marketplace.

Thank you very much. I appreciate your time.

Chairman TALENT. Thank you, Mr. Brooks.

[Mr. Brooks' statement may be found in the appendix.]

Chairman TALENT. I would encourage Members to have their staff—if they don't have time to read Mr. Brooks whole statement, have their staff pull for them those portions of his statement showing how much more the government is paying per line under the bundled contract than it used to pay.

Mr. BROOKS. Absolutely.

Chairman TALENT. Our next witness is Ms. Josephine Ursini—Ms. URSINI. That is correct.

Chairman TALENT [continuing]. Who is here on behalf of the Society for Travel Agents in Government.

**STATEMENT OF JOSEPHINE L. URSINI, COUNSEL, SOCIETY
FOR TRAVEL AGENTS IN GOVERNMENT**

Ms. URSINI. Thank you. On behalf of Society of the Travel Agents in Government, which we refer to as STAG, I want to express our appreciation for allowing us to come forward. It is something that we have wanted to do for quite some time.

STAG is comprised of organizations who currently have or are seeking contracts with the government. Seventy percent of travel agencies are women-owned, and all four officers of STAG are women. So we are acutely aware of not only the small, but the women-owned aspects of the industry.

I would like to echo Mr. Brooks' comments that we are concentrating on DOD, but most of what I will have to say today has relevance to the GSA travel contracts as well. I would like to summarize the points from our written submission there. There are a number of items I would like to amplify on from our written submission.

There are three aspects of bundling that I want to address, the first of which is not unique, the second of which is unique to travel, and the third affects all of government contracting.

The first is the bundling of like requirements. I provided as an attachment to our testimony the recent Department of Defense travel procurement that was issued last week on-line. It contains the workload data's for each of the regions that DOD has now designated. As in any other industry, the unnecessary consolidation of requirements will reduce the opportunities for small and small-disadvantaged businesses to participate.

The DOD is in the process of reengineering its travel acquisition requirements and started with the award of what was referred to as the Defense Travel Region 6 or DTR6. This 1,300-page RFP, request for proposal, is what all businesses are to face. Of the 1,300 pages in this RFP that was issued, I guess about 2 years ago, only 30 have to do with travel services. The rest have to do with the technology associated with travel services.

But that is what the travel contractors have to face, small and large. For a small business in travel, the small business-size standard for travel agencies is far different than the size standard for everyone else. It is based on revenue received and works out to about 14 to 16 people, employees, rather than the 500 employee standard for other industries. You can see how a small travel agency with 15 employees would take one look at a request for proposal of this magnitude and just sort of shake their heads. It should not be necessary to have a 1,300-page RFP to make travel reservations. So that is obstacle number one.

But the bundling of the requirements into procurements of even \$20 million as in the new RFP that was issued last week is still too large. If you look at the breakdown, there is one aspect that is not reflected in the written testimony. If you look at the set-asides in the DOD RFP which is the second page of the attachment to the testimony, all of those set-asides are Air Force set-asides. The Air Force is the one service department within DOD that does not use the DOD credit card, which means that the travel agency has to float the government, that the travel agency pays for the travel, for the airline travel, and then has to bill the government for payment.

The other service departments do use the travel credit card. This means that, ironically, it is the small businesses that have to have the lines of credit to float the government and not the large businesses. So although the Air Force may seem magnanimous in its set-asides for these small businesses—for small businesses, it is actually more of a burden for a small business to perform an Air Force contract than it is to perform a contract for any of the other service departments, and that is something that is not reflected in the testimony.

One other thing to point out about the workload data in the attachment is that they don't include leisure travel. That is the second aspect of the bundling of travel contracts that is unique to travel, and that is the bundling of leisure and official travel into one single procurement.

We fought this hard and long; finally got a circuit court of appeals to agree that bundling of official and leisure was improper, and DOD turned around and snuck in a provision in last year's DOD authorization bill to allow them to do that. This is as ridiculous a situation as bundling a mess attendant services contract with a McDonald's concession.

That is all there is to it. It is ridiculous to combine the leisure travel and the official travel procurements. There is no excuse. They are very, very different. In official travel you have agents that really have no discretion with the arrangements that are made. The airfares are set by the city pair contracts that are negotiated by the General Services Administration. If you have to be at a meeting tomorrow 2 o'clock in San Diego, then the applicable city-pair is used. But with leisure travel, it is far more labor-intensive. I mean, many of us know that you go into a travel agency, you may sit with a travel agent, look through brochures and really never order anything, never make reservations.

So the discretionary travel is much more labor-intensive and requires different skills, which, to be perfectly honest, the small businesses are better at providing than the large businesses. So we have the traditional bundling of requirements that don't need to be bundled. The DOD accounts have been going along very nicely for about 20 years now unbundled.

We have the nontraditional bundling, which is the bundling of leisure and official travel, which makes no sense at all. The Navy, which accounts for about a third of all DOD travel, has not combined leisure with official at all and doesn't want to do it. But the Navy is going to be forced to bundle because Navy will now come under the overall DOD—the new reengineered defense travel system, and now the Navy will be forced to bundle a procurement that they didn't want to in the first place.

Then we have the third. The third area is the area that I think should be of most concern to this Committee, and that is how the subcontracting, the small business, SDB, whatever, is being reported to SBA and to Congress. The travel agencies are not being paid by the government for the services that they perform. Zero procurement dollars are going to the travel agencies. The money goes to the airlines, but DOD is reporting it as dollars—they are reporting it on a gross volume basis, and they are reporting it as dollars that go to the travel agencies. And because of that, they are

inflating their compliance figures to this Committee, to SBA and to Congress.

I could use an example of real estate agents. If you sell a house for \$300,000, and the real estate agent makes a commission of \$18,000, DOD would report it as \$300,000 going to the real estate agent, and that is assuming that procurement dollars were involved in the purchase of that house. But no procurement dollars are involved in the travel services contracts. These are no-cost contracts.

So if no procurement dollars are going to the travel agencies, how can anything be reported back as being small business subcontracting? And on the volume of travel that is involved within DOD, that accounts for a lot of money. So when Mr. Oliver says he likes clean data, you better be sure you are getting clean data because we don't believe that you are.

Ms. VELAZQUEZ [presiding]. Sure.

Ms. URSINI. Basically those are the three points I wanted to cover. So I would be happy to answer any questions.

[Ms. Ursini's statement may be found in the appendix]

Ms. VELAZQUEZ. Are you telling us that they are cooking the books?

Ms. URSINI. Yes, I am, in major numbers, because the numbers are just so large on travel that—you know, I gave some examples in the written testimony. If you use the figures from just the RFP that was issued last week, you are talking in the neighborhood of \$145 million that is phantom money, and it is not accurate.

Ms. VELAZQUEZ. Thank you, Ms. Ursini.

And then our next witness is Mr. Maurice Allain. Thank you. Welcome.

**STATEMENT OF MAURICE ALLAIN, PRESIDENT AND CEO,
PHOENIX SCIENTIFIC CORPORATION**

Mr. ALLAIN. Good afternoon, Madam Chairman and members of the Committee and staff. This has been—it has gotten kind of late in the day, so I am not going to read everything that I have already prepared and sent to you.

What I would like to say is there is a lot of confusion that is being passed around about what it is that hopefully we are doing. In 1953, right after the Second World War, your predecessor Committee decided that there should be a fair portion of the budget that procurements that go out from the Federal Government should go to small business. Fairness is a distributive justice issue, and it was based on a period of time when we were a heavy manufacturing, mining, extracting, in other words, material-based society.

Mr. Oliver was correct in pointing out that the revolution that has occurred in information has created another type of economy. This economy, however, is basically driven by small business, because you have a situation where you can get rid of a lot of middle management by going to these new communication processes. Big companies, like General Electric, decided to reduce the size of their work force from 400,000 down to 212,000. I believe that is a figure that I got from the Office of Advocacy. And that is typical, so what you are seeing is a different kind of organization; however, because

of the change in our defense posture, instead of the 100 businesses that control 67 percent of the economy in 1946, you have got about three really large ones, giant ones.

Now, what does this mean? If you talk about just the distributive justice issue, that is important to society. But now if you go away from the static dynamics, static economics of mass production society to the dynamic conditions in an information economy, where a small business that might have been suboptimal in reaching the scales necessary to do the manufacturing is not suboptimal in that field, in fact, they would be preferred.

If you look at the differences in our economic performances compared to Europe, compared to Japan, we are doing a lot better than they are. But our new business formation is a lot higher as one of the keys. Now, Dr. Gansler, besides being an excellent, a very good civil servant, is also—has contributed very heavily to the literature on defense contracting in three principal books.

He said in his earlier book, I believe, *The Defense Industry*, which came out in the early 1980s, in order to understand the economic operation of the U.S. Defense industry, and I am quoting him, it is first absolutely essential to recognize that there is no free market at work in this area, and there likely cannot be one because of the dominant role played by the Federal Government. The combination of a single buyer and few large firms in each segment of the industry and a small number of extremely expensive weapons programs that constitute a unique structure for doing business have created large barriers to entry and exit, and these barriers result in each firm managing to keep its share of the business even in a shrinking market.

The history of American military technology indicates that it has often been the small inventor-led firms that have made the qualitative breakthrough so critical to military superiority. Thus their disappearance affects our long-range future as well. If these small, lower-tier firms are so critical, why does the Congress and the Department of Defense think only in terms of the giants—these are Dr. Gansler's words—such as Lockheed, Boeing, McDonnell-Douglas, and assume there is uniformity across the overall defense industry?

In his later book, the next one, which is *Affording Defense*, he says, many have attempted to describe the very special buyer/seller relationship that exists in the realm of defense. The economist Walter Adams called it a closed system of buyer and seller, interrelated for common interest, that defies analysis by conventional economic tools. The economist James McKee said that it is a relationship of participation in which the large buyer has a direct influence on the policies and decisions of the large sellers, and that what we observe is the kind of behavior that is not adequately described by any of the commonly employed models of market relationships and economics.

And now I will quote, that is what Dr. Gansler said. Further in his book he says that the Department of Defense operates—the defense market is a dual market at the top level of the market's plan. I am going to buy an F-22, I am going to buy an Arleigh Burke class destroyer or any of the other large weapons systems.

Here he is correct. You need a large organization, but 60 percent often of those procurements are done on the subtier level by small businesses, by small disadvantaged business, women-owned business, what have you. He said in that book that it is going to be real hard to get competition. We have superrivalries, et cetera, et cetera, in the first tier.

He says the DOD can save more money by coming up with more competition at the lower end, the subcontractor level, component level, parts level. That is where the true savings come.

Now, it is very interesting that if the American industry in general has looked at the gains to be made through information technology and how they organize their businesses and firms, we are looking at a trend that is just the opposite, stronger and stronger vertical integration, and now we are down to the point there is no more money to give them, let us get some from small businesses.

If you look at what is being asked for under FAST, this procurement—this is government data, this is off their Web page—FAST will establish the means for procurement of services to include advisory and assistance, modifications, spares, repairs and systems acquisition. The program will include, but will not be limited to, direct support for design, integration, testing, modification, maintenance, configuration management, quality assurance, system safety, hazardous materials management and technical and engineering data, support and analysis, and packing, handling—I mean, I can go on. What is left? Everything will be under FAST. And you have had various estimates of the size of the contract and its duration.

Another problem that underlies this whole issue, you have a lot of goal displacement. Everybody counts numbers. Well, we are giving the small business these many numbers, it is the quality of these numbers that are important as well.

The Office of Advocacy found, for instance, that it greatly enhances the chance of a small business growing up to be a big business or staying in business if it has a Federal contract. We are talking major significance of about 30 percent—I am sorry.

Ms. VELAZQUEZ. Would you please summarize, because there is a vote, and we need to recess.

Mr. ALLAIN. The bottom line to a lot of this is I would urge you to consider legislation that would tighten up this whole notion of what the values we are buying when we do a bundle to something that is measurable. The ABA recommended 20 percent as a minimum in difference of value, however you want to measure it.

I would also urge the Committee not to allow the projected savings to be the determinant of whether or not something should be bundled or represents a substantial advantage to the government.

I don't have to tell you the basis, you know, the kind of estimates and projections that have not panned out in the past. This is a major effort that will be copied, by the way; if this goes through, this will be copied by other services.

Ms. VELAZQUEZ. Thank you.

[Mr. Allain's statement may be found in the appendix.]

Ms. VELAZQUEZ. We are going to take—we will be back in the next—we have got to go to the floor and vote, so we will rush back as soon as we can. Okay.

[Recess.]

Chairman TALENT [presiding]. Okay. If we can reconvene the hearing. And I again appreciate your patience and thank the Ranking Member for chairing the Committee while I was gone.

I wanted to ask Ms. Ursini a couple of questions because I think she can respond to one of the points that Mr. Oliver made about one of the advantages of bundling. He talked—you may have already done this, and I am sorry if you have, but he mentioned that one of the advantages of bundling is because he is assuming that the bigger contractors have more flexibility in terms of their ability to meet the needs of the Department, so they have more people. He was talking about the security officers at a particular base.

If you get one big contractor handling everything, they have more people, they are more flexible. You made a point in your written statement anyway that I thought addressed this very well, to the extent that they—I am not trying to put words in your mouth, was that—when the Department's bundling contracts in a business like yours where all the contractors are relatively small, and one contractor does bid and get a bundled contract, that is everything that they can do? In other words, they don't have any capacity then left over to bid on another contract? They don't have a lot of extra capacity; is that correct?

Ms. URSINI. That is correct. If you are limiting it to the big—the big three are really the only ones right now that can do the large size contracts. I mean—I don't want to exclude anybody, but let us talk about the big three. AMEX was awarded the contract for the DTR6, May of 1998. They still haven't implemented. They are having problems. And also, unless the Department of Defense changes its compensation policies, AMEX may not be interested in the next batch anyway. But that is another issue.

But if each time you go out for one of these larger-sized procurements, you are eliminating one of the big companies, then you keep restricting competition for the subsequent—or at least the closely followed-on subsequent procurements because they are too busy doing the implementation of the earlier one.

The other problem that there is on the small business side even is that, because of the way the small business-size standard is established for travel agencies, once they get one, they are now large, so they can't even bid on the next small procurement. So that is one thing that the Committee might want to look at is possibly changing the size standard for travel agents, which is much different than the size standards for everybody else, so that small businesses can continue to even compete for the—for what few pieces of small travel business there are out there.

Chairman TALENT. And as to the economies of scale issue, wouldn't you expect that if in a particular segment of the economy, there are very significant economies of scale, wouldn't you expect to see the private market organize itself so that there were just, you know, a few large contractors? In other words, if there are economies of scale in the travel agency business, why are there so many small travel agencies? Why wouldn't they just in response to the market resolve themselves into a few big or merged companies?

Ms. URSINI. I think you are correct. I think what happens with the small travel agencies is they develop specialties, particularly on

the leisure travel side. You have the larger companies, the American Expresses and the Carlsons, having large corporate accounts, for example, that the smaller companies can not handle, they leave the smaller accounts and leisure travel to the smaller businesses. That is one of the reasons—I think I point out in the testimony about another reason why the bundling of leisure and official is ridiculous, because the smaller businesses can really handle the leisure much better than the large ones.

Chairman TALENT. So they are making an argument based supposedly on economic efficiency, but it flies in the face of what the private market has organized itself?

Ms. URSINI. That is absolutely correct.

Chairman TALENT. And really the best indicator of efficiencies in a market is how it has organized itself?

Ms. URSINI. That is correct.

Chairman TALENT. And I have seen this same thing with the kinds of issues that Ms. Napolitano was raising, food service and private service. If you look around the country, they tend to be—these businesses tend to be dominated, these segments of the economy, by smaller businesses, which tells us that in the real non-governmental world, those are—that is the most efficient way of organizing a business in that area.

Ms. URSINI. Yes.

There is one aspect of—one excuse that DOD has given for bundling that I don't think holds water that I haven't addressed. And there is a valid objective behind it, but it doesn't require the bundling of the travel. And that is that DOD would like, and we applaud their decision to try to get, more valid across-the-board departmental data about their travel so that if they can have an accounting system that accounts for all of the travel on a DOD-wide basis, they can get better data, maybe better data to negotiate fares with the airlines, et cetera.

But consolidating the accounting requirements or the computer fields, et cetera, because all of the service departments have different formats doesn't require that you bundle the travel services contract requirements themselves; it just requires that the individual contractors meet the various technological requirements. But it doesn't require that you have—that you have \$79 million or \$300 million contracts.

Chairman TALENT. This is what I have encountered over and over again. And this is what I think is at the heart of this bundling. Mr. Oliver talked about core competencies. And I think that the DOD is having difficulty managing and administering its various functions. And so it turns to bundling really as a way of not managing and not administering. It is easier for them.

We just have a couple of big companies who do everything, and it may not save money, it may not be better quality, but it is easier for them. And the problem is you still have to manage the enterprise, even if you are contracting out particular functions.

Mr. Allain, the Warner Robbins thing, and we are having a hearing on it, it is really more of an issue whether they are going to privatize base management—

Mr. ALLAIN [continuing]. Yes, sir.

Chairman TALENT. As opposed to bundling, and clearly they don't feel they can manage the bases anymore. The thing is if you get—suppose you get a huge contractor in like a property management company might. They now are going to run Warner Robbins Air Force Base. You still have to tell them what goals you want them to achieve in management. You still have to manage that. And my concern is they will get somebody in big and not tell them what they want them to manage the base to achieve, and so, in effect, they are hiring a private contractor to tell them what they want and tell them how to manage the base, and you are just going to be sent into chaos.

Mr. ALLAIN. You know, carry that point further, Mr. Chairman. What you are having here is a complete blurring of accountability. I mean you, the people's representatives, delegate to the administration to perform certain missions. They subdelegate it to an agency. In the case of, well, we are going to have small business get larger shares of these contracts as subcontractors, you now have changed my due process, which I could appeal; say to the contracting official who has to operate under the laws that you have passed, now it is a private matter between me and this large contractor. That is very dangerous.

And unless Congress wants this to occur and explicitly tells them to do it, then fine. They shouldn't be allowed to go and do this on their own.

Chairman TALENT. And here is the other thing. I pointed this out in the context of household goods and moving services with regard to the departments, which I know the travel agents know about as well, when you bundle up huge kinds of contracts and then say, well, small business will be subcontracted out into the process. Now think about this for a minute. What you are basically saying is since one of the points of bundling is supposedly to save money, let us suppose you actually get some kind of discounted bundled price, knowing they are going to have to subcontract it out. Now you have got two layers of businesses which have to survive on one squeezed profit margin. What is that going to do in terms of the quality that has been given to our service people?

So I have no—I have no doubt that they are going to do with—what do they call it, chill and serve, what was it—cook and chill.

Ms. URSINI. I would like to respond. I am glad you brought up household goods. In my alter ego, I am a Navy wife, we have had to contend with four moves in the last 2 years, none of which, thank God, did I use the military movers. We chose to use movers selected on our own. It cost us about a third of what the government would have spent had they moved us. DOD has a pilot—in fact, I think it is the Navy's pilot program—that allows service members to contract on their own with local companies. It is only a pilot program, but it has proven to be very effective, from what I understand, and certainly in our experience. Every time we said that we were going to do it on our own, the response that we would get is, well, you know, if something gets broken, put in a claim. I don't want my household goods to—I don't want my crystal shattered. I don't want my furniture chipped. I want to be able to control what is going on.

Chairman TALENT. Yes. So I mean the point I think they have to confront, and I have some hopes Mr. Oliver is going to do it, is, yes, whether it is within their core competency or not, they have to manage their assets. Now, managing may entail contracting, may entail contracting out certain functions, but they still have to tell the contractor, big or small, what it is they want that contract to achieve; what you are going to achieve when you, Warner Robbins—what goals you are going to have.

So they still have to put the effort into identifying the goals and managing the enterprise. And my concern about this whole trend is just really simply an intent to abdicate a certain function, whether they call it a core function or not, and just sort of spew it out to other contractors in the guise of reforms. And we are going to continue looking at it.

The Ranking Member wants to ask a few questions.

Ms. VELAZQUEZ. No. Mr. Chairman, basically you covered most of the questions that I had. I just wanted to thank you, and I look forward to continuing to working with all of you.

Chairman TALENT. All right. We are not going to make you wait through another vote here. I do appreciate your all being here. I hope you will be available in the future as we need you, because we are going to follow up on this issue. I believe we already kept the record open for 10 days for written questions so the Committee hearing is adjourned.

[Whereupon, at 1:55 p.m., the committee was adjourned.]

**OPENING STATEMENT
OF
CHAIRMAN JAMES M. TALENT**

Good morning. Today the Committee focuses its attention once again on the issue of contract bundling. This is the second hearing we have held on this issue this year and it is part of a series of hearings the Committee intends to hold on the issue in the near future. The Small Business Administration recently promulgated an interim rule pursuant to the Reauthorization Act of 1997, and I am sure the Committee will want to look at those in some detail. In addition, I am working with members of this Committee from both sides of the aisle and with the gentleman from Hawaii, Mr. Abecrombie, a member of the House Armed Services Committee, on procurement reform legislation over which the Committee will have jurisdiction.

So there is no shortage of work to be done with respect to contract bundling.

Contract bundling is one of the most important issues facing small business today. In fiscal 1998, the federal government spent approximately

\$181 billion on procurement contracts. Small business received just \$33 billion or 18.3 percent of that total in prime contracts—far short of the overall prime participation goal of 22 percent. By far the single largest contractor within the federal government is the Department of Defense, which in fiscal 1998 accounted for \$109 billion or 60 percent of the \$181 billion total.

Clearly, the Defense Department's contract bundling policies have a direct and substantial impact on small business. Given the importance of the Department's contract bundling efforts, I am particularly concerned with what I see as an accelerating trend toward what can only be called "mega-bundles" within the defense procurement community. We will hear testimony later today concerning contract bundles within the Defense Department that are so enormous in scope and size that they raise serious questions as to whether even a company the size of General Motors could successfully compete—let alone a small business.

Here to disabuse me of these concerns is the Honorable David R. Oliver, Principal Deputy Undersecretary of Defense for Acquisition and Technology. We have invited Mr. Oliver to join us because, in addition to Undersecretary Jacques Gansler, he is responsible for developing the

Pentagon's contract bundling policy and he is in a position to address the rationale and justifications behind those policies. We have asked Mr. Oliver to focus his remarks on the following questions. First, what is the guiding principle behind the Department's contract bundling policy? Specifically, we have asked him to address whether monetary benefits or benefits associated with procurement efficiencies have a greater impact on the Department's decisions to bundle contract requirements.

We have also asked Secretary Oliver to address the long-term effects of contract bundling on competition and the ability of small businesses to win prime contracts. I am particularly concerned that, by shutting small businesses out of prime contracting opportunities, the Department may be irreparably harming our Nation's small business defense industrial base. If that is the case, the policy is penny wise and pound foolish.

Finally, we have asked Secretary Oliver to address how the Department plans to meet its small business goals and its small and disadvantaged business utilization goals in light of several mega-bundles such as the Flexible Acquisition and Sustainment Tool bundle within the Air Logistics Command and the DTS-CE bundle within the Defense Information Technology Contracting Office.

We will also hear from several small business owners who will address the impact Defense Department contract bundling has on their businesses. We invited Ms. Vanessa Morganti, the owner and President of Future Solutions, Inc., a woman-owned 8(a) firm from Broomfield, Colorado, to be with us today but because of other commitments she was unable to make it. I would ask unanimous consent that her written statement be included for the record. Our first witness on the second panel is Mr. Paul Murphy, President of Eagle Eye Publishers in Fairfax, Virginia, who will discuss the results of his study on contract bundling which he recently completed under contract with the SBA's Office of Advocacy.

Next we will here from Mr. Maurice Allain, President of Phoenix Scientific Corporation, a small defense electronics manufacturing company in Warner-Robins, Georgia. Mr. Allain will focus his remarks on the effects of the proposed mega-bundle known as the Flexible Acquisition and Sustainment Tool ("FAST") bundle.

We will then hear from Mr. Craig Brooks, President and CEO of Electra Telecommunications, a small telecommunications company located in Bethesda, Maryland. Mr. Brooks will discuss the effects of a large-scale

bundle of telecommunications services within the Defense Information Technology Contracting Office.

Finally, we will hear from Ms. Josephine Ursini of Virginia Beach, Virginia. Ms. Ursini is outside counsel for the Society of Travel Agents in Government and will discuss how the Defense Department is shutting out smaller travel agencies from government travel management contracts.

At this time I will recognize the gentlelady from New York, Ms. Valezquez, for any remarks that she might have.

Statement of Congressman Danny K. Davis
on
Contract Bundling DOD
Thursday, November 04, 1999



Thank you Mr. Chairman, I am pleased to be here today to discuss the Department of Defense's Contract bundling policy. It is necessary that we review DOD's bundling policy to uncover some issues that affect our nation's small businesses. Small Businesses are what fuel the economy of our nation. The role of Congress should be to support and encourage entrepreneurship and develop initiatives needed to complement business growth.

I have met with many small businesses in my district who are interested in doing business with government but have run into many impediments. Today I am concern about one of them, and that is the growing tendency of federal departments to unnecessarily bundle contracts when it serves no administrative or fiscal purpose.

While this hearing is meant to assess the need for the contract bundling, its complexity, and if the Department's policy is effective, It is important to

reflect that contract bundling was passed to ensure agencies were fiscally responsible and actively including small business in their contracting opportunities. I hope that we will be able to integrate this program within the spectrum of economic and business policies designed to promote small business success.

So I look forward to hearing the testimony of these distinguished panel members, we have here today, on best how to achieve this end.

Thank You.

TESTIMONY OF THE HONORABLE DAVID OLIVER
PRINCIPAL DEPUTY UNDER SECRETARY OF DEFENSE FOR AQUISITION,
TECHNOLOGY & LOGISTICS
BEFORE THE U.S. HOUSE OF REPRESENTATIVES,
COMMITTEE ON SMALL BUSINESS
NOVEMBER 4, 1999

TESTIMONY OF THE HONORABLE DAVID OLIVER
PRINCIPAL DEPUTY UNDER SECRETARY OF DEFENSE FOR ACQUISITION,
TECHNOLOGY & LOGISTICS
BEFORE THE U.S. HOUSE OF REPRESENTATIVES,
COMMITTEE ON SMALL BUSINESS
NOVEMBER 4, 1999

Mr. Chairman and Members of the Committee:

Thank you for the opportunity to appear before you today as the Department of Defense (DoD) representative to discuss the Department's policy regarding contract bundling and related matters. I am pleased to discuss this issue and to respond to the questions you asked.

The challenges that the Department faces in maintaining a viable defense capability despite budget constraints and the downsizing of our workforce mandate that we continually look for ways to acquire services and supplies more efficiently. One of the approaches the Department has taken to achieve these efficiencies is through the consolidation (or bundling) of our

contract requirements. Some of the benefits that can be achieved through contract bundling or consolidation are:

- 1) Government management efficiencies: smaller program and contracting offices and fewer government personnel providing contract oversight;
- 2) Economies of scale: larger quantities lower the fixed costs per unit for the contractor and encourage increased capital investment; and
- 3) Increased contractor management efficiency: use of a single contractor allows replacement of multiple management and support functions maintained by several contractors by a single, more efficient system.

These are some of the more common benefits to be derived from contract bundling. In particular acquisitions there can be others. However, while consolidating small contracts into a single larger one can offer savings to the government, we need to ensure that consolidation does not simply eliminate opportunities for small businesses without offering significant advantages to the government and the taxpayer.

Consistent with this, the Department's basic policy regarding contract bundling or consolidation is the same as other federal agencies' and is established in the Federal Acquisition Regulation (FAR). The FAR states that it is the

policy of the Government to provide maximum practicable opportunities for small business in its acquisitions. Heads of contracting activities are responsible for effectively implementing the small business programs within their activities, and taking all reasonable action to increase small business participation in their activities' contracting processes. In accordance with the Small Business Act, the FAR requires each agency with contracting authority to establish an Office of Small and Disadvantaged Business Utilization that assigns a small business technical advisor to each contracting activity to which the SBA has assigned a representative. This technical advisor's principal duty is to assist the Small Business Administration's procurement center representative in facilitating implementation of these Government policies regarding small business concerns.

The FAR requires contracting officers to afford small business concerns an equitable opportunity to compete for all contracts they can perform to the extent consistent with the Government's interest. It requires contracting officers to - -

- Divide proposed acquisitions of supplies and services (except construction) into reasonably small lots (not less than economic production runs) so that small business concerns may submit offers on quantities less than the total requirement.

- Ensure that delivery schedules are realistic so that they encourage small business participation.

However, the goals of economy and efficiency may suggest the consolidation of DoD requirements in certain situations. In cases where this might adversely affect small business the FAR has for some time required contracting officers to provide copies of proposed bundled requirements to the Small Business Administration procurement center representative (PCR) 30 days prior to issuing the solicitation. Along with the bundled requirement submitted for review, the contracting officer must provide the PCR a rationale for the proposed consolidation.

The PCRs may recommend alternate contracting methods to increase small business participation. The FAR provides appeal procedures under which disagreements regarding such alternate methods may be elevated by the SBA to the head of the contracting activity and subsequently to the agency head for resolution. The resolution procedures require the Government to suspend action on the acquisition in contention, pending resolution by the SBA Administrator and the agency head. The purpose of this is to ensure that the contracting activity will be able to take advantage of any appropriate alternative

contracting method that may be identified during these resolution procedures.

Underlying these rules is the view that federal procurements should strike an appropriate balance between the greater efficiency that contract consolidation can sometimes bring and the need to offer small business a fair opportunity to compete for government business. As we develop our acquisition strategies it is important that we understand and influence small business opportunities in our contract awards. We do this through small business set-asides awards and small business subcontracting programs with our prime contractors. Additionally, in many of our acquisitions, particularly where we consolidate our contracts, we influence small business subcontracting opportunities by making this an evaluation factor in our source selections and in some cases a criteria in award fee determinations. In the DTS-CE program, for example, where we were unable to award prime contracts to small businesses, we required the successful contractors to commit to a 20% small business subcontracting goal.

As you know, we are preparing to revise the FAR to implement the new SBA regulation pertaining to contract bundling. The new SBA regulation is consistent with our

longstanding policy of striking a fair balance between small business participation and the benefits that can be achieved through contract consolidation. This regulation, just published as an interim rule that will be effective on December 27, 1999, implements sections 411 through 417 of the Small Business Reauthorization Act of 1997 (the Act). The main change resulting from the new regulation is that bundling affecting small businesses will normally have to meet precise numerical savings thresholds to be considered justified. Under the new regulation, the benefits obtained from bundling an acquisition must normally be equivalent to at least ten percent of the contract value for contracts valued at \$75 million or less and five percent of the contract value for contracts valued at over \$75 million (unless the estimated benefits are solely administrative cost savings in which case they must normally be at least ten percent). There is, however, provision for exceptions to these percentages provided high-level approval is obtained. In addition, the new regulation authorizes two or more small businesses to form a contract team that will be considered a small business for purposes of a bundled procurement requirement. Finally, in evaluating offers for a bundled contract, the SBA regulation requires agencies proceeding with bundled requirements to include specific factors for use in evaluating offers that encourage small business

subcontractor participation. However, the new regulation does not change the existing process for resolving differences between the contracting officer and the SBA procurement center representative regarding the appropriateness of a particular proposed contract consolidation.

While the FAR is the main source of DoD policy on contract bundling, as long ago as the early 1980's the Department was concerned enough about the potential adverse consequences of contract bundling for small business to issue two policy letters at the Deputy Secretary of Defense level on this matter. Current Departmental policy is contained in a 1996 Deputy Secretary of Defense memorandum. This memorandum confirmed the Department's commitment to fostering the use of the small business community in every aspect of its vendor base. The Deputy Secretary emphasized policy considerations that must be taken into account when contracts or requirements of a kind suitable for performance by small business are proposed for consolidation. These considerations include:

- Packaging requirements so as not to preclude performance by small, small disadvantaged, and women-owned small business concerns as prime contractors unless the consolidation will result in significant benefits in terms of reduced life cycle costs, improved services, or both. Savings solely in the

Department's cost of awarding or administering contracts are not sufficient basis for consolidation.

- Reviewing solicitations for set-aside under section 8(a), or set aside under Section 15 of the Small Business Act, prior to being included in a consolidated requirement.
- Performing an analysis to determine if consolidation provides significant benefits.
- Affording small, small disadvantaged, and women-owned small business firms the maximum opportunity to participate as direct awardees of portions of a proposed consolidated requirement.

You indicated the Committee is also interested in our views regarding the long-term effects of large-scale bundling of contract requirements on the small business industrial base. I am not aware of information or studies that shed any real light on the extent of, trends in, or the impact of, contract bundling. In the early 1990s, both SBA and OMB attempted to determine the prevalence of contract bundling in federal procurement but were unable to do so because of the absence of reliable data. Beginning in 1996, the SBA has collected information on bundling cases investigated by its PCRs but the SBA does not consider the number of such cases as providing an accurate overall picture of the incidence of bundling in federal

procurement. In the near future, the Department, along with the other federal agencies, will collect information on bundled contracts through its automated contract action data collection system but such data collection has not yet begun.

It is relevant to observe, however, that the Department's small business participation statistics at the prime contract level have remained fairly constant for the last ten fiscal years. During this period, small businesses have obtained between \$23B and \$26B in DoD prime contract awards which constitute between 19% and 23% of total DoD contract awards. The relatively small changes from year to year in our small business statistics are correlated with the level of total awards. Higher dollar amounts are typically awarded to small business in the years with the highest total awards but the percentages of awards to small business in those years tend to be lower (perhaps because high total awards are due mainly to increases in the purchase of major systems for which small businesses are not normally suppliers). This stability suggests that at least to date contract bundling has not had a major impact on the health of the small business industrial base in general. This is not to deny, of course, that particular instances of contract bundling may have impacted individual small business firms.

You indicated that the Committee is particularly interested in two specific procurements, the Defense Information Technology Contracting Office's (DITCO) DISN Transmission Services-CONUS Extension (DTS-CE) acquisition and the Air Logistics Centers' Flexible Acquisition and Sustainment Tool (FAST).

DITCO completed the DTS-CE acquisition in March 1999 when it awarded Sprint, AT&T, and MCI indefinite-delivery, indefinite-quantity contracts for the covered telecommunications services in a multiple award arrangement. The DTS-CE contracts are not typical bundled contracts in that they initially provided mainly for requirements that were previously performed by a single large contractor, AT&T. New requirements of the kind covered by this multiple award arrangement will be competed among the three awardees, not, as in the past, competed circuit by circuit using full and open competition. The old approach had enabled small business resellers to sometimes win contracts for individual circuits.

The reason for the change in approach is the need for enhanced security and network management that DoD deems necessary in its telecommunications systems. The Defense Information Systems Agency, the agency responsible for this

system, concluded that these new requirements could not be met by acquiring these services on a circuit by circuit basis. The acquisition planners for DTS-CE understood the potential effect of the new approach on small business participation. Their strategy to enhance small business participation was to structure the solicitation to permit a contract award for as little as 5% of the initial circuit quantity. This approach resulted in offers from two small businesses that teamed with large businesses to submit proposals. However, the small business proposals were on average between 7% and 15% higher in price than the low bidders and thus did not receive contracts.

Unlike the DTS-CE procurement, the FAST acquisition is in the planning stages and the Air Force has not yet decided on the precise acquisition strategy it will follow. Initial solicitation release is not expected until next year. The intention of the FAST acquisition is to provide the Air Logistics Centers (ALCs) with a multiple award arrangement or arrangements consisting of several indefinite-delivery, indefinite quantity contracts that can be used by the ALCs to order competitively a wide range of engineering and manpower support services, repairs, spares, and modifications. The Air Force is sensitive to the concerns of small business prime contractors. It is planning to reserve at least one award for

small business and, if it is decided to include the entire FAST scope of work in a single multiple award arrangement, small business offerors will be permitted to bid on all or part of the scope of work as suits their capabilities. Air Force SADBU personnel, SBA representatives, and interested small businesses are being consulted as the acquisition planning process proceeds.

I hope I have addressed your questions concerning the Department of Defense's policy relating to contract bundling.

I will be pleased to answer any questions you may have.

**House of Representatives Committee on Small Business
Hearing On the Subject of Contract Bundling**

Testimony Presented by Paul Murphy
President, Eagle Eye Publishers, Inc.
November 4, 1999

Introduction

Good morning Mr. Talent and members of the House Committee on Small Business. Thank you for the opportunity to testify today about the impacts of contract bundling.

As you may be aware, Eagle Eye is currently under contract to the Office of Advocacy at the U.S. Small Business Administration to update our 1997 study about the impacts of contract bundling on small businesses. Our new study is in the final stages of completion and I am sharing with you today several of our key findings that will be incorporated into the final analysis. The final report should be available later this month.

Overall Figures

According to our latest figures, contract consolidation in general and bundling in particular are at their highest levels since the start of year-by-year measures in FY92. The share of all contracts that are bundled reached a new high of 12.9 percent in FY98, up from 11.66 percent in FY92. The annual share of bundled contracts bottomed out in FY95 at 10 percent and has risen steadily since (see Table 1).

The increasing tendency toward bundled contracts has occurred during a period of overall contract consolidation. Since FY92, counts of prime contracts valued at least \$25,000 have declined 16 percent, from 200,198 to 167,255 in FY98. Total prime contract dollars remained a relatively stable \$184 billion in FY98, leading to growth in average contract size from \$915,000 to \$1.1 million.

Although the number of large contracts valued at least \$1 million declined with the overall decrease in numbers of contracts, the share of large contracts grew from 18% to 21% as the share of small contracts valued less than \$1 million dropped from 80 percent to 79 percent. During this 10-year period, the average size of a large contract became smaller while the average size of a small contract became larger. (see Table 2)

As the average prime contract grew in size, the number of individual contractors (as measured by unique DUNS numbers) shrank 16 percent, from 83,915 in FY92 to 70,755 in FY98. In FY92, small businesses represented 69 percent of all contractors but constituted only 66 percent by FY98. In other words, our data show that larger and larger contracts are being awarded to a shrinking number of prime contractors, a growing percentage of which are large businesses.

Bundled Contract Statistics are Understated

Our study captures only a portion of the bundling that actually occurs. There are a number of reasons for this. The first has to do with how we define a bundled contract. Eagle Eye still considers as bundled those contracts exhibiting dissimilar Standard Industrial Classification (SIC), Contract Type and Place of Performance (PoP) codes. Differing Product/Service Codes (PSCs) are a potential indicator of bundling as they would show differences in the type of work being performed on a contract, similar to differences in SIC Codes. However, we found many differences in PSCs to be spurious as a result of changes in the PSC coding system over time. Also, some differences in PSCs are subtle and need further study before we treat them as indicators of bundling. Had we included the 72,749 contracts FY89 – FY98 that exhibited differences in PSCs in our assessment of bundling, the bundled contract share likely would have jumped to well over 20 percent each year.

A second reason our measure of bundling is understated is that in this analysis we have altered our methodology to include a four-year look-back period in determining instances of bundling on each contract. In our year-by-year measure of bundling, we flag a contract as being bundled only if it exhibits differences in SIC, Contract Type and PoP codes during the four years up to and including the year being measured. This controls for the tendency of older contracts to show increased signs of bundling over time, which has the effect of boosting bundled contract rates in later years of the analysis. We estimate that as much as 1/3 of all bundling that eventually occurs over the life of longer contracts is missed using this “look-back” strategy.

A third reason the study understates bundling is that by definition a bundled contract requires a modification. If a contract shows no modifications in the database (*i.e.* only one action), then it cannot be considered bundled.

A fourth source of understatement is the fact that bundling can occur within the same SIC, Contract Type and POP Codes. If modifications occur on a contract that show no differences in these codes, then again, the contract cannot be considered bundled.

Still another source of understatement is that our measure relies on Contract Officers who are willing to go to the trouble of re-classifying contracts as the work performed under a contract changes over the contract’s life. Given the increased workload CO’s must perform, we assume that many bundled actions go undetected because CO’s are simply trying to push work off their desks as quickly as possible.

Finally, our bundled contract measure is understated because our methodology only captures 62 percent of all dollars on contracts worth at least \$1 billion. Most people would agree that contracts this large are by definition bundled.

Distribution of Bundled Contracts

Bundled contracts are distributed disproportionately to large businesses. Our data show that between FY89 and FY98, small businesses received a total of 784,427 contracts, or 62 percent of all prime contracts awarded during this period. However, small businesses received only 53

percent of the bundled contracts. In terms of dollars, the \$310 billion small businesses received over the FY89-FY98 period constituted 17 percent of all prime contract dollars yet their \$106 billion share of bundled contracts constituted only 10.8 percent of all bundled dollars (see Table 3).

Conclusion

Contract bundling and contract consolidation are occurring and it is working to the detriment of small federal contractors. Average contract sizes and rates of contract bundling are at their highest levels since 1992, having grown steadily since the mid-1990s. The trend toward contract consolidation benefits large businesses at the expense of small businesses because large firms are better able to position themselves as recipients of contracts of increasing size and complexity. Overall declines in the numbers of small businesses may be linked to recent declines in small business federal market dollar shares. Plans for further bundling and contract consolidation by DoD and other agencies can only exacerbate these trends.

TABLE 1: BUNDLING BY FISCAL YEAR, FY92-FY98

Fiscal Year	Total	Bundled	Percent
Number of Contracts			
1992	200,198	23,142	11.56
1993	190,118	20,628	10.85
1994	180,473	18,618	10.32
1995	176,034	17,596	10.00
1996	177,574	20,060	11.30
1997	173,143	21,399	12.36
1998	167,255	21,635	12.94
Total	1,264,795	143,078	11.31
Contract Dollars (\$000)			
1992	163,081,207	74,346,422	40.61
1993	164,426,948	74,101,220	40.18
1994	181,724,759	72,936,034	40.14
1995	188,902,433	70,581,861	37.36
1996	184,841,639	73,716,741	39.88
1997	179,479,432	69,723,890	38.85
1998	184,007,599	74,979,188	40.75
Total	1,286,464,017	510,385,356	39.67

TABLE 2: BUNDLING OF SMALL AND LARGE CONTRACTS, FY92 AND FY97

Contract Size	FY 1992 Contract Counts			FY 1998 Contract Counts		
	All	Bundled	Bundled %	All	Bundled	Bundled %
De-obligations	2,845	332	11.67	894	103	11.52
Large (> \$1 mil)	36,836	11,754	31.91	34,649	12,568	36.27
Small (< \$1 mil)	160,517	11,056	6.89	131,712	8,964	6.81
Total	200,198	23,142	11.56	167,255	21,635	12.94

Contract Size	FY 1992 Contract Sums (\$000)			FY 1998 Contract Sums (\$000)		
	All	Bundled	Bundled %	All	Bundled	Bundled %
De-obligations	-796,055	-308,360	38.74	-328,663	25,658	-7.81
Large (> \$1 mil)	169,039,060	73,340,954	43.39	169,057,905	73,449,331	43.45
Small (< \$1 mil)	14,838,202	1,313,828	8.85	15,278,357	1,504,199	9.85
Total	183,081,207	74,346,422	40.61	184,007,599	74,979,188	40.75

Contract Size	FY 1992 Average Contract Size (\$000)			FY 1998 Average Contract Size (\$000)		
	All	Bundled	Bundled %	All	Bundled	Bundled %
De-obligations	-280	-929	331.94	-368	249	-67.76
Large (> \$1 mil)	4,589	6,240	135.97	4,879	5,844	119.78
Small (< \$1 mil)	92	119	128.55	116	168	144.66
Total	915	3,213	351.30	1,100	3,466	315.01

TABLE 3.1: CONTRACTS BUNDLED BY TYPE OF CONTRACTOR, FY89-FY98

Type of Contractor	Contract Count	Bundled Contracts	Unbundled Contracts	Bundled %
Not Reported / Not Available	24,485	7,328	17,157	29.93
Small, Minority-Owned Business	123,257	13,313	109,944	10.80
Other Small Business	661,170	45,264	615,906	6.85
Total Small Business	784,427	58,577	725,850	7.47
Large Business	341,370	48,580	292,790	14.23
JWOD Nonprofit Agency	6,756	634	6,122	9.38
Nonprofit Education organization	14,632	1,792	12,840	12.25
Nonprofit Hospital	1,631	102	1,529	6.25
Other Nonprofit Organization	12,673	1,780	10,893	14.05
State / Local Government - Educational	4,725	417	4,308	8.83
State / Local Government - Hospital	1,499	96	1,403	6.40
Other State / Local Government	16,158	1,586	14,572	9.82
Foreign Contractor	58,284	6,918	51,366	11.87
Domestic Contractor Performing Outside U.S.	10,005	1,847	8,158	18.46
Historically Black College / University or Minority Institution	276	19	257	6.88

TABLE 3.2: DOLLARS BUNDLED BY TYPE OF CONTRACTOR, FY89-FY98

Type of Contractor	Contract Sum	Bundled Contract Sum (\$000)	Unbundled Contract Sum (\$000)	Bundled %
Not Reported / Not Available	88,914,015	68,698,012	20,216,003	77.26
Small, Minority-Owned Business	92,513,842	34,243,842	58,270,000	37.01
Other Small Business	218,044,137	72,453,984	145,590,153	33.23
Total Small Business	310,557,979	106,697,826	203,860,153	34.36
Large Business	1,249,456,617	746,060,214	503,396,403	59.71
JWOD Nonprofit Agency	4,697,568	1,043,785	3,653,783	22.22
Nonprofit Education organization	30,336,180	14,104,496	16,231,684	46.49
Nonprofit Hospital	1,738,040	46,387	1,691,653	2.67
Other Nonprofit Organization	43,818,447	20,307,325	23,511,122	46.34
State / Local Government - Educational	30,955,965	3,201,591	27,754,374	10.34
State / Local Government - Hospital	445,209	88,438	356,771	19.86
Other State / Local Government	7,200,239	844,193	6,356,046	11.72
Foreign Contractor	46,890,859	18,252,444	28,638,415	38.93
Domestic Contractor Performing Outside U.S.	16,754,080	8,218,422	8,535,658	49.05
Historically Black College / University or Minority Institution	148,335	27,578	120,757	18.59

**House of Representatives Committee on Small Business
Hearing On the Subject of Contract Bundling**

**Testimony of Mr. Craig Brooks
President
Electra International Telecommunications**

November 4, 1999

**An Analysis of How the Bundling of Federal Telecommunications
Service Requirements has Eliminated Competition and Harmed
Small Business**

**Emphasis: The DoD'S DTS-CE Contract has destroyed Electra's
Federal market through the arbitrary and illegal use of bundling.**

Summary of Key Points

Electra, a small business, has suffered direct, significant harm as the result of contract bundling. Our experience demonstrates that:

1. The decision to bundle contract services is often arbitrary, unjustified and without the supporting market research that is required by law.
2. Contract bundling favors the largest and often least competitive market participants.
3. The structure of bundled contracts makes it impossible for all but the largest companies to even compete for such contracts.
4. Bundled contracts often function as market gatekeepers, preventing all non-contract awardees from competing for future business.
5. Bundling has a particularly devastating impact on small businesses that do not have the capitalization, facilities, geographic diversity, and ability to assume risk inherently required by bundled contracts.
6. DoD's anachronistic preference for bundled contracts has resulted in the elimination of a remarkably successful competitive telecommunications procurement mechanism through which contracting opportunities for small business flourished.
7. There are practical, viable alternatives to bundling of telecommunications services by the Federal Government that will benefit user agencies, the taxpayer and small business.

Introduction

Electra appreciates the opportunity to provide the United States House of Representatives Committee on Small Business testimony describing how contract bundling has impacted its business. Electra is a small business that has sold telecommunication services primarily to the Federal Government since 1989. Electra's performance over this period

has been one of success, demonstrating that market-based competition for such services is good for the Government, small business, and the taxpayer. Today, Electra's market has all but vanished, the victim of unjustified and illegal bundling of telecommunication services into billion dollar contracts that are designed to favor large, highly capitalized businesses. This written statement describes how Electra and over 50 other vendors, some of which are also small businesses, are being excluded from the DoD telecommunications marketplace by the anachronistic, non-competitive, and illegal procurement policy of bundling.

Current Environment Violates the Law and the Will of Congress

Congress and the Small Business Administration have long expressed their support for competition in the Federal marketplace and the growth of small business. Each has particularly targeted the insidious practice of bundling goods and services in Federal contracts that can only be won by large vendors. Among the goals of the Telecommunications Act of 1996 were:

identifying and eliminating, by regulations pursuant to [FCC] authority under this Act ...market entry barriers for entrepreneurs and other small businesses in the provision and ownership of telecommunications services and information services, or in the provision of parts or services to providers of telecommunications services and information services.

The Federal Acquisition Streamlining Act (FASA) of 1994 required:

developing policies, in consultation with the Administrator of the Small Business Administration, that ensure that small businesses...are provided with the maximum practicable opportunities to participate in [Federal] procurements that are conducted for amounts below the simplified acquisition threshold [\$100,000]

The Small Business Reauthorization Act of 1997 (SBRA) sought to increase opportunities for small business by imposing strict limitations on bundling. Specifically, the SBRA requires:

each Federal agency to: (1) foster the participation of small businesses as prime contractors, subcontractors, and suppliers; **(2) structure its contracting requirements to facilitate competition by and among small businesses; and (3) avoid the unnecessary and unjustified bundling of contracts that precludes small business participation as prime contractors.**

Contract bundling is described as:

consolidating two or more procurement requirements into a single contract solicitation unlikely for award to a small business due to the diversity, size or specialized nature of performance elements, the aggregate dollar value of the anticipated award, geographical dispersion of contract performance sites, or a combination of such factors.

In a clear effort by the Congress to limit bundling, the SBRA requires:

the head of an agency to conduct market research to determine whether consolidation of contract requirements is necessary and justified, taking into account specified factors. Requires a strategy calling for contract bundling to identify benefits of such bundling as well as impediments caused to small businesses by such bundling.

However, despite these statutes and the best intentions of Congress, DoD telecommunications contracting has remained one of the last bastions of the oligopolists: an environment where only the largest capitalized vendors vie for omnibus contracts. The unjustified use of bundling, in violation of the SBRA, makes this possible.

Overview of the DoD Telecommunications Marketplace

Today, hundreds of large and small businesses provide a myriad of telecommunication services nationally and internationally. In contrast, the Federal telecommunications marketplace is the private domain of mammoth businesses, AT&T, MCI Worldcom and Sprint, thanks to accommodating Federal agencies that fashion bundled, billion dollar, multi-year, omnibus contracts. Nowhere do these carriers have better friends than at the two Federal entities that determine the vast majority of Government telecommunication procurement policies: the General Services Administration (GSA) and the Department of Defense (DoD).

Through a series of contracts awarded in the 1980's, the largest of which was the Defense Commercial Telecommunications Network (DCTN), DoD bundled almost all of its services and awarded them to one vendor: AT&T. As these contracts expired in the 1990's, the DoD turned again to bundled contracts under the umbrella of the Defense Information Systems Network (DISN), which has created a series of multi-billion dollar, bundled DISN Transmission Services (DTS) contracts. DTS-C (CONUS [continental US]) covers domestic service and was won by AT&T. DTS-CE (Extension) contract, a subset of the DTS-C, covers additional domestic service and was won by AT&T, MCI Worldcom and Sprint. Other contracts within DISN include the DTS-P (Pacific), DTS-E (Europe) and DTS-G (DISN Satellite Transmission Services-Global), none of which has as yet been awarded.

Is this overall approach to procuring DoD telecommunication services justified, as required by the law? While Electra believes it is not, herein we focus our argument on a single DoD telecommunications contract that is clearly in violation of the law: the DTS-CE contract noted above. It is the DTS-CE contract with which we are most familiar, and it is this contract that has devastated our market through unjustified and illegal bundling.

Open Competition for DoD Telecommunication Services Outperforms Bundled Contracts

The DTS-CE contract is one of the contracting vehicles that, in 1999, replaced the DCTN contract noted above. In order to understand the market in which Electra has operated for over ten years, the evolution of the DTS-CE contract, and that the benefits of bundling are dubious, it is necessary to examine the performance and influence of DCTN since 1989.

When first awarded in the late 1980's, DCTN, which the DoD referred to as its Common User Network, was mandatory-use for all DoD agencies. Applying a bundling rationale that continues to this day, DoD claimed it was implementing a classic economic principle: economies of scale lead to volume discounts that cannot be matched by other businesses, especially small businesses. Unfortunately for defense agencies and the taxpayer, DoD's grasp of economics was incomplete: absent on-going and meaningful competition, oligopolists have little incentive to pass on savings or provide quality customer service.

In the late 1980's, many DoD agencies sought and received exemptions from the mandatory-use DCTN contract, because the agencies saw the contract as too costly and unresponsive to their needs. These maverick agencies, that took the courageous step of going against the entrenched procurement policy of bundling, forced the DoD to introduce a new approach to the procurement of telecommunication services: **open competition**.

The administrator of this innovative approach was the Defense Information and Telecommunications Contracting Office (DITCO), a part of the Defense Information Systems Agency (DISA), the primary telecommunications procurement agency for the DoD. The competitive procurement mechanism was an electronic bulletin board, the Defense Acquisition Bulletin Board System (DABBS). Any certified vendor could compete for services on DABBS, which primarily procured dedicated, point-to-point telecommunications circuits and related equipment for the DoD, Coast Guard, FAA and White House Communications Office. Services ranged from analog data circuits to high capacity digital circuits. These services went between sites within Local Access Telephone Area's (LATA's), referred to as intra-LATA service; between sites in different LATA's, referred to as inter-LATA service; and to sites overseas (international service). In the area of dedicated telecommunications services, DABBS was procuring identical services to those being ordered on bundled DCTN in the 1980's and 1990's, and on the bundled DTS contracts today.

Electra entered the open competitive DABBS market in 1989. Between then and 1999, over 50 vendors, large businesses and small businesses, have competed for over 5,000 individual telecommunications service contracts via the DABBS. During most of this period, the most prominent alternative procurement mechanism was the bundled omnibus DCTN contract. The differences between DABBS and DCTN were glaring, both in operation and results.

While opportunities on the DABBS were often competed among five or more vendors at current market prices, AT&T received sole-source service orders based on contract pricing that had been negotiated years before. (While DCTN did have a price adjustment mechanism, it completely failed to keep up with the market.) More important, in 1995 and 1996 the bundled-DCTN contract was analyzed and compared to the DABBS, by both Electra and the DoD.

In August 1995, through a Freedom of Information Act (FOIA) request, Electra was able to secure DCTN pricing for 22 typical point-to-point services. For 19 of those services, DABBS-based pricing was lower than DCTN, ranging from 5% to 109%, with the average discount from

DCTN being 51%.

A typical circuit in that analysis is contract number RG19JUN951285, which was for a T-1 point-to-point circuit between Robbins Air Force Base near Macon, Georgia and a DoD Computer Megacenter in Slidell, Louisiana. Under DCTN, AT&T charged DoD \$215,000 for the life of that contract, while the then current market rate for an identical circuit procured through DABBS was about \$125,000, a \$90,000 or 67% delta. Thousands of such circuits were procured under the bundled, volume-discounted DCTN contract.

In February 1996, the DoD, displaying an uncharacteristic level of candor, confirmed these findings and added some surprising additional comments about its principal bundled contract. An Agency Report filed by the DoD with the GAO described AT&T's DCTN contract as a "high priced," "cumbersome," "unwieldy," "burdensome," "sluggish," "inadequate," "unresponsive," "inflexible," "nightmare." Electra discovered that it was not alone in comparing DCTN bundled pricing to that of the DABBS:

.... a DISA study in March 1995 compared DCTN prices for comparable transmission service from three sources – DCTN, FTS2000 [a GSA contract discussed in the Addendum] and the DISA Acquisition Bulletin Board System [DABBS]. **The agency found the DABBS prices invariably lower than DCTN, normally by a wide margin....**

When Bundling is Proven a Failure, Shoot the Messenger: DTS Contracts

By early 1996 the DoD had abundant evidence that a procurement strategy that focused on unbundled services in open competition was a great success, while a policy that relied on bundled long-term contracts held by one or a few large vendors was a failure. Confronted with the remarkable success of an open, unbundled procurement approach, the DoD took the logical step any organization with entrenched policies and procedures and powerful special interests would take. It implemented the bundled DISN approach, thereby eliminating the open market and shifting all of its contracting opportunities to multi-billion dollar, bundled contracts (DTS-C, DTS-CE, DTS-P, DTS-E, DTS-G).

Among the DTS contracts, the CONUS Extension (DTS-CE) is the one that eliminated DABBS's open competition. All services that had been previously available for bid by as many as 50 qualified vendors using DABBS have been switched to that contract. In a clear example of Orwellian double-speak, the DoD claimed that the DTS-CE RFP was a model for a new DoD procurement strategy: the promotion of competition. In fact, the RFP was a blueprint for eliminating competition and assuring that only AT&T, MCI Worldcom and Sprint would receive awards, which is exactly what happened. The RFP stated that there could be at least six awardees and added this special note, "it is the Government's desire to award at least one of the contracts to a qualified small business." But in reality the outcome was never in doubt, because the DTS-CE RFP employed a strategy that violated both the spirit and the letter of the law: unjustified bundling.

The DTS-CE is the embodiment of SBRA's definition of bundling, in that

it not only combines over 600 geographically diverse point-to-point intra-LATA and inter-LATA services, but also arbitrarily bundles "specialized...performance elements." To be an awardee, a vendor had to win a certain percentage of these circuits. Because of the extensive geographic diversity of the circuits, companies with comprehensive national networks enjoyed an insurmountable advantage. Furthermore, the contract required that each one of these services satisfy security and network management requirements that only AT&T, MCI Worldcom and Sprint could ostensibly meet. Finally, the delivery requirements on the contract were so unrealistic and the financial penalties for late delivery were so onerous, that only the largest capitalized vendors could bear the risks.

The myriad of local and regional service providers, such as Regional Bell Operating Companies (RBOC's), cable and wireless vendors, Competitive Local Exchange Carriers (CLEC's), resellers, such as electric utilities, and, especially, small businesses had no hope of winning a contract. Among small businesses, Electra had performed exceptionally well in the DABBS marketplace. (See further description below.) No small business was better situated than Electra to satisfy the Government's "desire" for a small business awardee. However, the bundled requirements for service, management, service delivery, network security, and the inherent financial risks in the contract, made it impossible even for Electra to submit a bid. Thus, the DoD fashioned a contract that only MCI Worldcom, AT&T and Sprint could win.

DTS-CE: Gatekeeper to the DoD Telecommunications Marketplace

The 10-year success of DABBS provides overwhelming evidence that the 600 services, that were bundled as the base set of requirements on the DTS-CE, could have been provided at lower prices by the intensely competitive community of DABBS vendors. Yet, the bundling of telecommunications services, as implemented by the DoD, has far more insidious implications than the removal of the relatively small number of services on the DTS-CE contract.

By virtue of MCI Worldcom, AT&T and Sprint each winning a share of the base DTS-CE requirements, they are now the only vendors who have the right to bid on future opportunities in both the DoD intra-LATA and inter-LATA markets. These are opportunities that were not included in the original contract, but are now being bundled into the DTS-CE contract post-award. The DTS-CE contract now serves as the gatekeeper to the DoD's competitive telecommunications marketplace. The large and small businesses that had no chance of being a DTS-CE winner can no longer compete for the individual telecommunication service opportunities that were the mainstay of the DABBS. It is hard to imagine a more unfair, arbitrary and illegal use of contract bundling.

DTS-CE: Why afford large businesses exclusive access to the market?

As with DCTN, there is ample evidence that there was no sound basis for bundling the original 600 services on DTS-CE, and there is certainly no justification for bundling new services on the contract. Electra is not aware of any market research, as required by the SBRA, to justify the bundling of the original and all future requirements. Rather, the evidence tends to support the conclusion that DTS-CE is DCTN redux.

MCI Worldcom, AT&T and Sprint are DTS-CE awardees because they are oligopolists that can compete for 600 bundled services, and assume the risks associated with meeting "specialized...performance elements." But if one considers their 10 year performance on the DABBS in competition with about 50 other vendors, one has to wonder why the DoD has decided to use them as exclusive vendors for new opportunities: their performance on DABBS was unexceptional.

Over the 10-year history of the DABBS, Electra's data shows that AT&T, MCI Worldcom and Sprint, combined, garnered less than 20% of nearly 5,000 awards. The performances of AT&T and Sprint were particularly abysmal in that they each received less than 1% of the awards. While MCI Worldcom won 16%, most of those awards resulted from adding in the awards of Metropolitan Fiber Systems and Wiltel, which were acquired by MCI Worldcom. Electra won more contracts than MCI Worldcom, AT&T and Sprint combined, and among the other DABBS vendors, nine companies won more contracts than either AT&T or Sprint.

The DTS-CE contract was awarded in March 1999, yet the more recent performance of the DTS-CE contractors on the DABBS remained unimpressive. As Graphs 1 and 2 demonstrate, between January 1998 and September 1999, by which time the DABBS had been all but eliminated, the DTS-CE vendors won only slightly more than one-third of the DABBS contracts and about one-quarter of the contract revenues.

Yet, today, all that successful competition, including Electra, has been barred from the market; while the three largest, and among the weakest, DABBS competitors are the only vendors that can bid for new DoD requirements. Furthermore, the proposed merger of MCI Worldcom and Sprint, means the benefits of competition will be even more elusive.

DTS-CE: Special performance requirements - DoD's traditional smokescreen in defense of bundling

The DoD may argue that although MCI Worldcom, AT&T and Sprint were and are poor price competitors, their ability to meet the specialized DTS-CE network management, security and delivery requirements satisfy the DoD's broader special operational needs and therefore justify bundling. Electra fully recognizes that DoD telecommunications sometimes, but not always, have more stringent requirements than commercial networks. However, with over ten years of experience at providing services to the DoD, Electra is in the position to offer some insight into the validity of a DoD claim that only MCI Worldcom, AT&T and Sprint can meet their special needs.

Contracts for over 5,000 telecommunication services were awarded via the DABBS. Less than 1% of those services had security, network management and/or delivery requirements that disqualified any one of as many as 50 DABBS competitors. The original 600 bundled services on the DTS-CE were identical to the thousands of services procured via DABBS, but they ostensibly had to meet those special requirements. Why the discrepancy? 1. Special requirements are often not needed for services; and 2. Because of the nature of some services, national

carriers, such as MCI Worldcom, AT&T and Sprint, cannot satisfy those requirements, regardless of their capitalization and the size of their national networks.

In response to a vendor question prior to the award of the DTS-CE contracts, the DoD conceded that some future services would not need to meet the special requirements. Yet, that factor is meaningless to the vendors that are now locked out of the market because they did not win a DTS-CE contract. Furthermore, the DoD decided that solicitations for all services, both intra-LATA and inter-LATA, would be bundled together under DTS-CE. However, while MCI Worldcom, AT&T and Sprint have extensive national inter-LATA networks, they have limited intra-LATA infrastructures. This means that those giant vendors have to buy many original and future DTS-CE services from third parties: they are reselling other vendors' services. Thus, in apparent non-compliance with the DTS-CE contract, MCI Worldcom, AT&T and Sprint have no control at all over the monitoring, security, installation, and maintenance of third party services.

The entry of small businesses and other companies in local telephone markets is an important competitive trend in the telecommunications industry. But because of contract bundling on the DTS-CE contract, the DoD has barred these new entrants and even the local Bell operating company from competing for local services. It is bizarre that in an area such as Norfolk, Virginia, local service providers, such as Bell Atlantic, Cox Fibernet and other companies that can provide better local pricing than AT&T, MCI Worldcom and Sprint, are and will continue to be precluded from competing directly for DoD telecommunication services. Instead, the DoD is permitting AT&T, MCI Worldcom and Sprint to exclusively vie for the opportunity to resell local carrier networks.

DTS-CE: The impact of bundling on small business and Electra in particular has been devastating

An analysis of DoD's only open competitive market and Electra's principal market, the DABBS, since January 1998 reveals the impact of the bundled DTS-CE contract. Graphs 3 and 4 show the impact of the DTS-CE awards that occurred late in the Spring of 1999. As the contract was implemented over the Summer of 1999, opportunities on the DABBS declined. Today, the number of opportunities is negligible: a stark and painful case study of the effect of contract bundling on a small business.

The analysis of DCTN proved that purported bundled contract benefits (i.e., economies of scale, volume discounts, lower administrative costs, efficient network management and security, and better customer service) are more myth than truth: a smokescreen that oligopolists and their accommodating government bureaucrats hide behind.

Unbundled open competition existed for about 10 years. It was documented by the DoD as a success. Now the successful policy and the vendors, such as Electra, who made it work are all but gone and the failed bundling policy lives on.

The Prospects for Change

In January 1999, the Small Business Administration published revisions

to the SBRA to curb the practice of bundling. Those revisions still have not been finalized, and they are long overdue. While the intent of Congress in the SBRA mandates that agencies use market research and other procedures to justify bundling, a recent GAO decision in a challenge to a bundled contract highlighted the weaknesses and ambiguities in the law: no such research was required and the protest was dismissed. Thus, the revisions, that require specific steps to research, document, measure and justify bundling should be implemented.

However, Electra believes that until there is a fundamental change in the philosophy and approach to the procurement of Federal telecommunication services, open competition and opportunities for small businesses will continue to be almost non-existent. DCTN was a multi-billion dollar bundled contract, and it was documented by the DoD as a failure. DTS-CE is the bundled descendant of the DCTN "nightmare."

Electra supports the free market principle of open competition among all qualified businesses, large and small. In telecommunications contracting, this means no bundling, no large business favoritism, no quotas, no preferences, no sole-source awards, and no set-asides. All that Electra wants is the opportunity to compete with MCI Worldcom, AT&T and Sprint, as well as with all the other vendors. This is what made DABBS a success. It is patently unfair when the arbitrary and illegal procurement practice of bundling favors the powerful, bars small business, stifles competition, and eliminates opportunity. Competition, not bundling, results in the lowest prices, the most responsive service, and the most innovative technologies -- the best combination of benefits for the Government, the economy and the American taxpayer.

Recommendations

Immediate:

- The policy of exclusively permitting the DTS-CE oligopolists to compete for new inter-LATA telecommunications services should be terminated immediately.
- The policy of exclusively permitting the DTS-CE oligopolists to compete for new intra-LATA telecommunications services, many of which are purchased from third party vendors, should be terminated immediately.
- All new services should be competed using proven open competition.

Long term:

- In compliance with the SBRA, require all agencies "to conduct market research to determine whether consolidation of contract requirements is necessary and justified...[and] to identify benefits of such bundling as well as impediments caused to small businesses by such bundling."
- Encourage use of existing Federal procurement mechanisms, such as the GSA Federal Supply Schedules (FSS's) and

electronic bulletin boards (e.g., DABBS), to compete Federal telecommunications requirements.

- Strengthen the requirements for agencies to justify bundling, and, in the event of its use, measure and report its effect on small business.

An Analysis of How the Bundling of Federal Telecommunications Service Requirements has Eliminated Competition and Hurt Small Business

Addendum: GSA administers the Federal Government's largest bundled telecommunications contract - FTS 2001; GSA also administers the Federal Supply Schedules, which offer the best opportunity to eliminate bundling and bring competition into the Federal telecommunications marketplace.

The Bundled World of GSA's FTS

GSA, through its Federal Technology Service agency (FTS), administers a group of contracts that are used to procure most non-military telecommunication services for the Federal Government. The largest is the multi-billion dollar FTS 2001 contract, which covers a vast scope of long distance services. While GSA also administers the highly successful, competitive Federal Supply Schedule (FSS) Program, the agency has steadfastly refused to permit almost all telecommunication services to be offered through an FSS.

FTS 2001 is ostensibly a non-mandatory-use contract; Federal agencies can opt out and buy telecommunications services from any vendor. However, in reality, FTS 2001 essentially functions as a large business set-aside and market gatekeeper that leaves little room for user choice and competitive alternatives because:

1. The FTS 2001 contractors have been guaranteed by GSA a minimum of \$1.5 billion in revenues.
2. In order to meet that minimum revenue guarantee, GSA actively and aggressively markets the services of the FTS 2001 vendors; thereby creating a conflict of interest and a hostile environment for non-FTS 2001 vendors.
3. GSA is further motivated by the management fee it receives from user agencies for FTS 2001 services; thereby creating another conflict in interest.
4. No Government certified contracting mechanism is available through which non-FTS 2001 vendors can sell to Government agencies.

FTS also administers Metropolitan Area Acquisition contracts (MAA's) that cover local telecommunications services in areas such as New

York, Chicago and Los Angeles.

The FTS 2001 and MAA procurement strategies were developed by FTS in conjunction with the Interagency Management Council (IMC), a group purporting to represent the broad interests of the full range of Federal agencies. The goals were laudable:

1. Maximize competition.
2. Provide the best combination of price and services to Federal agencies.
3. Ensure that the Government has rapid access to new technologies.

To meet these goals, the logical step in today's dynamic environment would have been to open all markets to full competition, but the FTS/IMC idea of competition was starkly restrictive: for MAA's, use a contracting process to select a single vendor to exercise monopoly control of a metropolitan area; for FTS 2001, use the contracting process to select two vendors to have exclusive control of the market.

FTS's Failure to Anticipate Change in a Dynamic Market

In the face of criticism that FTS was placing the Government at the mercy of too limited a number of suppliers and that such a long-term strategy could not possibly account for new developments in a dynamic industry, FTS countered that the two FTS 2001 vendors, who would compete with each other, gave the Government all the competition it needed. On its face, this claim is suspect because a market environment where two oligopolists compete is starkly different from an open market in which such oligopolists are forced to compete with entities, including small businesses, that specialize in geographic or service areas. For example, in 1995, Electra offered the Army Corp of Engineers (COE) specialized telecommunication services in Minnesota, Wisconsin and Iowa for \$484,894.00. While the COE wanted to buy these services from Electra, it was precluded from doing so because of the mandatory-use provision of the FTS 2001 predecessor, FTS 2000, which also employed competition between two large companies. As a result, the COE had no choice but to buy the service from AT&T for \$639,241.00.

Aside from the dubious benefits of large business competition claimed by GSA, the FTS planners are now confronted with a problem that, surprisingly, they apparently never foresaw. The two FTS 2001 vendors are MCI Worldcom and Sprint, who recently announced their plans to merge. This left Mr. Dennis Fischer, head of FTS, to comment, "two is different than one," and "we see nothing in our contract that talks to this issue." It must hardly be reassuring to Mr. Fischer that an MCI-Worldcom spokesperson said that there is no problem because "rates have already been set for the life of the program, [and therefore] we do not anticipate any adverse effect on the program's competitive nature." In a dynamic market, where rates are in flux and new technologies develop to maturity, MCI-Worldcom's statement that rates are "set" for the life of the program should make any taxpayer cringe. At

Sprint, it's "full speed ahead, business as usual." Meanwhile, Mr. Fischer, according to Government Computer News, a trade publication, "is checking with his attorneys" about how to deal with the major contract issues related to the merger. He appears to be relying on either a hope that the merger will not be consummated, or that FTS can figure out a way to let MAA monopolists, to date only AT&T, compete for FTS 2001 services. The latter approach creates significant administrative, contractual and strategic problems. For example, how does a contract that is awarded based on the evaluation of local services suddenly transmute into a contract that offers long distance services at a fair market price?

Federal Supply Schedules: A Viable Alternative to Bundling

Among the highly competitive and successful Federal Supply Schedules (FSS's) is the Information Technology - FSS (IT-FSS). Through that schedule, a myriad of information and some communication services are offered by hundreds of vendors. Despite the fact that FTS claims that FTS 2001 and the MAA contracts are non-mandatory, GSA has inserted the following in IT-FSS: "Telecommunication Transmission Services are not intended to supersede or be substituted for any FTS local and long distance programs." In other words, agencies can opt out of FTS and non-FTS vendors can compete for their business, but the GSA will deny the buyers and sellers the use of the government's most accessible contracting mechanism. It is hard to imagine a clearer case of a conflict of interests when GSA maintains that the FTS contracts are non-mandatory and the market is open to competition, and then locks telecommunications service providers out of the competitive IT-FSS, while it sells FTS contractor services and collects management fees for those services.

GSA could end this conflict of interest and resolve the problems created by the merger of the FTS vendors, by lifting the embargo on the placement of telecommunication services on the IT-FSS. GSA should let the market decide if FTS 2001 and the MAA contracts are the best choice for Government agencies.

The simplicity of this proposal is obvious. It doesn't require a new procurement mechanism, the development of a new program, the expenditure of money, hearings, speeches or an act of Congress. All it requires is for GSA to allow all telecommunications services to be placed on the IT-FSS.

Electra's position is clear. We support the free market principle of open competition among all qualified businesses, large and small. In telecommunications contracting, this means no bundling and no large or small business favoritism. Competition results in the lowest prices, the most responsive service, and the most innovative technologies -- the best combination of benefits for the Government, the economy and the American taxpayer.

Acronyms

CLEC Competitive Local Exchange Carriers
CONUS Continental United States
DABBS Defense Acquisition Bulletin Board System
DCTN Defense Commercial Telecommunications Network
DISA Defense Information Systems Agency
DISN Defense Information Systems Network
DITCO Defense Information and Telecommunications Contracting Office
DSTS-G DISN Satellite Transmission Services - Global
DTS-C DISN Transmission Services - CONUS (Contract)
DTS-CE DISN Transmission Services - CONUS Extension (Contract)
DTS-E DISN Transmission Services - Europe (Contract)
DTS-P DISN Transmission Services - Pacific (Contract)
FASA Federal Acquisition Streamlining Act of 1994
FSS Federal Supply Schedule (GSA)
FTS Federal Technology Service
FTS 2001 Federal Telecommunications Services 2001 (Contract)
Inter-LATA Telecommunications service between LATA's
Intra-LATA Telecommunications service within a LATA
IT-FSS Information Technology - Federal Supply Schedule
LATA Local Access Telephone Area
MAA Metropolitan Area Acquisition (Contract)
RBOC Regional Bell Operating Company
SBRA Small Business Reauthorization Act of 1997

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**The United States House of Representatives
Committee on Small Business
2361 Rayburn House Office Building**

BEFORE THE
HOUSE OF REPRESENTATIVES
SMALL BUSINESS COMMITTEE
THURSDAY, NOVEMBER 4, 1999

TESTIMONY
ON BEHALF OF
THE SOCIETY OF TRAVEL AGENTS IN GOVERNMENT (STAG)
PRESENTED BY: JOSEPHINE L. URSINI

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I. INTRODUCTION

A. The Society of Travel Agents in Government

On behalf of the Society of Travel Agents in Government (STAG), I want to express STAG's appreciation for allowing us to provide this statement and information to the Committee this morning.

STAG is a non-profit trade association headquartered in Bethesda, Maryland. STAG's members are organizations who currently have or are seeking contracts with the Government for travel management services. STAG's constituents, totaling approximately 300 members, includes both travel agencies (70) and travel suppliers, i.e. airlines, hotels and car rental companies (230), representing all components of the \$20 billion government travel market. STAG's membership also includes government and contractor travel managers. Approximately 35% of the 70 travel agencies, and 55% of the travel suppliers are small business under current Small Business Administration (SBA) standards.

The travel management services contractors perform contracts both with Department of Defense (DOD) components and with civilian agencies. Currently, it is the General Services Administration (GSA) that conducts procurements for many civilian agencies, establishing what are called Travel Management Centers (TMCs). In DOD agencies, the centers are referred to as Commercial Travel Offices (CTOs).

The scope of the government travel market is huge. DOD's total travel budget is approximately \$4 billion for official travel, with another \$5 billion attributable to leisure travel, for a total of approximately \$9 billion, as measured in gross travel volume. When we add in approximately \$3 billion for civilian travel, \$3 billion for travel for states and institutions of higher learning, and from \$5-\$10 billion for cost-reimbursable contractors, the total travel figures

are probably in the \$20-\$25 billion range.

B. The Scope of STAG's Testimony

We are here this morning to discuss "bundling" of government requirements, a consolidation of the government's needs that may provide obstacles to participation by small businesses. There are three aspects of bundling that will be discussed. First, STAG's small business members have been the victims of bundling in the traditional sense of unnecessary consolidation of requirements. Second, we will discuss a method of "bundling" that is unique to the travel contracts. Third, and perhaps most important to the Committee, is the manner in which the small business CTO contracting and subcontracting is reported to DOD and, in turn, to Congress and how that reporting impacts the entire small business government contracting community.

II. FORMS OF CONSOLIDATION OF REQUIREMENTS IN GOVERNMENT TRAVEL MANAGEMENT CONTRACTS

A. Traditional Bundling

As in any other industry, the unnecessary consolidation of requirements reduces the opportunity for small and SDB travel contractors to participate in travel management procurements. In the case of DOD, the sizes of the contemplated Defense Travel Areas (DTAs) are prohibitively large and not conducive to participation by small prime travel contractors.

DOD currently is in the process of reengineering its travel management program, a process that began about five years and which continues today. Whereas to date each service department has conducted its own travel procurements, under DOD's reengineering plan, DOD would procure the entire department's travel management services, much as GSA conducts procurements for civilian travel needs.

As part of that reengineering strategy, DOD has divided the continental United States (CONUS) into eighteen (18) Defense Travel Areas (DTAs). The international areas would be covered by separate contracts. A new draft request for proposals (RFP) was issued by DOD last week, on October 27, 1999, and it may be found on the Internet at www.dtic.mil/travelink. Attachment 1 hereto provides excerpts from the draft RFP, with a breakdown of the travel volumes being awarded for each DTA, as well as a breakdown of the small business set-asides.

As can be seen by Table II in Attachment 1, entitled Workload Data, the volumes being awarded range from a low of \$18.862 million for central California, to a high of \$79.229 million for the National Capital Region (NCR). To DoD's credit, these volume figures are lower, and the number of regions greater, than the original draft RFP had announced. However, a \$20 million travel contract is a LARGE contract for any company to absorb, and out of the question for most small travel companies. And there is an important caveat with respect to the data provided for each region: **they do not include the volumes for leisure travel, which DOD currently intends to combine with the official travel. Thus, the workload data are minimums and will increase significantly (probably by factors of at least 20% and up to 100% or more) if leisure travel volume is added to each line item.**

It should be emphasized that whereas the SBA size standards for most industries are 500 employees, for travel agencies the standard (SIC 4724) is based on \$1,000,000 in commissions received. When commissions were at a 10% level, that size standard meant that an agency had to do about \$10,000,000 or less in air travel to be classified as small. As the commissions have decreased, most recently to 5%, a "small business" may actually be doing twice as much volume and still be classified as "small". In any event, as a practical matter, the size standard actually results in a company being small if it has only 14-16 employees. This is not large enough for

performance of even the smallest of the DTAs contracts.

The sheer volume of travel for each of the DTAs is a deterrent to real competition. Only three companies -- American Express, Carlson-Wagonlit Travel, and SatoTravel -- have had individual contracts of the sizes required by DOD. It is even questionable whether any of those three contractors, after having been awarded one of the DTAs, would have the ability to then implement another large DTA within the periods currently envisioned by DOD. By way of example, the first of the DTAs to be awarded, DTR6, with a stated value of \$125 million in official travel and \$20 million in leisure travel, was awarded to American Express in May 1998, well over a year ago, and still has not been implemented. Splitting the entirety of DOD volume over only three prime contractors may well push those three contractors to the breaking point, since it could more than double each of those contractors' current Government volume. Thus, what little competition DOD would have to start with, would even then be diminished and amount to sole-sourcing for any individual DTA.

The travel services industry is overwhelmingly dominated by small and medium sized businesses. A high percentage of Government travel contracts are now serviced -- and serviced well -- by these small and medium-sized agencies. Granted, there will be 23 contemplated small business set-asides, all of which are individual Air Force bases with reasonable travel volumes. But no Navy, Army or Marine Corps sites are designated for small business set-asides. And the set-asides amount to only 23 areas. STAG has over 70 travel agency members, and there are other small travel agencies with government contracts who are not members of STAG. To reduce participation in these travel contracts to a mere fraction of the available competition runs contrary to every principle of competitive procurement of which we are aware.

Clearly, DOD's merging of many accounts into only a relatively few DTAs minimizes opportunities for small businesses. The division by DOD of travel requirements into a relatively few regions defeats the real purpose of the small business program. By effectively limiting small business participation to subcontracting and the few low-volume Air Force set-asides, DOD fails to provide a true opportunity for small travel companies to develop their expertise so as to be in a position to compete for the larger contracts.

B. Non-Traditional Bundling

1. The Consolidation of Official and Leisure Travel Services into One Procurement Makes The Contracts Even Larger Than They Need to Be and Discourages Small Business Prime Participation

DOD issues solicitations for both official travel services and leisure travel services. In other words, DOD wants travel agencies to make reservations and issue tickets not only for official travelers, but also for service members interested in leisure travel. Thus, one might go to an on-base travel office to make holiday travel plans, just as one might go to an on-base dry-cleaning or fast food establishment. However, whereas the notion of DOD combining a mess-attendant services contract with a McDonald's concession contract might seem ridiculous, this is exactly what DOD does when it comes to travel.

The problem that STAG's members have encountered, is that DOD -- with the exception of the Navy -- combines the contracts for official travel services and leisure travel services into one procurement. Currently, procurements are conducted by the service departments as follows:

AIR FORCE

- Combines official and leisure travel in one procurement.
- Usually conducted base by base, or combination of 2 bases.
- Set-asides for small or SDB concerns are common.

ARMY

- Combines official and leisure travel in one procurement
- Divides country into Defense Travel Regions (DTRs).
- DTRs are too large for small businesses, so procurements are unrestricted.
- Extensive subcontracting to small and SDB concerns is required..

NAVY

- Official and leisure contracts are completely separate.
- Divides country/needs into three large contracts.
- Official procurements are unrestricted, but require subcontracting plans.
- Some leisure procurements are for large geographical areas (e.g. San Diego, Seattle, Norfolk), and others are on a base-by-base basis.
- Leisure procurements are generally unrestricted with no requirements for small or SDB subcontracting.

The effect of the combining of the requirements on the opportunities for STAG's members who are small businesses is staggering. There are vast differences between the two types of procurement. For example, a company that has strong leisure marketing skills may not have the resources necessary to perform some of the unique requirements of the official contract (e.g. credit card reconciliation). The skills required of agents are different for official and leisure travel (e.g. leisure agents give advice and suggestions and must be aware of what is available worldwide; official travel requires virtually no discretion on the part of the agent since travel is governed by Joint Federal Travel Regulation (JFTR) rules, city-pair requirements, GSA and MTMC-negotiated government rates, etc. If leisure travel skills are emphasized, service to official travelers will suffer, and vice versa.

Although all of these arguments have been presented to DOD over the years by STAG and its constituents, DOD persisted in issuing procurements for combined official and leisure services. Why? Because DOD determined that it would receive higher concession fees -- which fees were going to the local Morale, Welfare & Recreation (MWR) funds -- if it combined the procurements, than if the leisure travel were separated out. The push for concession fees became so great, that it actually superceded the taxpayer's interests in receiving maximum benefits for

official travel. This was best evidenced by the award by the Department of the Army to a large contractor who had offered a lower official travel fee but a higher leisure travel fee. The award cost the taxpayers over a million dollars.

Such action finally resulted in litigation, the culmination of which was the D.C. Circuit Court of Appeal's decision in *Scheduled Airlines Traffic Offices v. Department of Defense*, 87 F.2d 1356 (D.C. Cir. 1996). In that case, SatoTravel attacked the so-called "bundling" requirements for leisure and official travel, not because it was injurious to small business, although we pointed that out to the court, but because it was injurious to everyone.

Ultimately, the Circuit Court agreed with SatoTravel on the various grounds presented. The Court agreed that it was illegal to have official travel subsidizing the MWR funds. If leisure travel services and concession fees are included, MWR interests tended to dictate who is awarded the contract. The reaction of DOD to the adverse Court of Appeals decision was swift, however. DOD, ever eager to get those MWR funds, submitted a request to Congress last summer to get legislative action that effectively negated the Circuit Court's decision. In the DOD Authorization Act of 1999, 10 U.S.C. 2646 was included, language that was slipped in without notice to the industry to specifically allow DOD to combine requirements for official and leisure travel. Thus, the travel contractor community was back to "square one".

Now, DOD, under the reengineering plan, is planning to conduct travel procurements for all service departments and, although DOD is apparently now considering splitting official and leisure travel, but no steps have been taken in this regard. The draft RFP issued last week still combines leisure and official travel. Since DOD will now be consolidating ALL the service department requirements, including the Navy, which has always conducted separate leisure travel procurements, the effect of the leisure/official bundling will be increased.

III. IMPACT ON SMALL TRAVEL MANAGEMENT CONTRACTORS

A. Impact of Traditional Consolidation of Requirements

The size of the contemplated Defense Travel Areas is prohibitively large and not conducive to participation by small prime travel contractors. There are many disadvantages to small business contractors that result from the overly large DTAs. These include:

- Volumes of Contracts Usually Exceed Small Business Experience and Capabilities
- Small Businesses Cannot Qualify For the Bank Lines of Credit Necessary to Carry Large Volume of Official Government business.

Also, small businesses generally do not start off having the resources (e.g. back office accounting systems) or experience to meet the Government's special official travel needs; the small businesses can "buy" the resources, through affiliations, or franchise arrangements. It is not impossible for small businesses to have or obtain these resources, it is just more difficult. Yet many have persevered to become excellent providers of government travel services. And this is exactly what the result of more small business participation should be.

B. Impact of Bundling of Leisure Travel Requirements With Official Travel

In addition to the traditional bundling impacts, the impact of the bundling of leisure and official travel not only impacts the small businesses, but impacts the quality of services being provided to the leisure traveler. There are many advantages to the Government and to the individual traveler in having the official and leisure requirements procured under separate contracts.

First and foremost, there will be more competition to leisure-only contracts because more small businesses and SDBs are interested in performing leisure travel contracts only, without the added burdens of government official travel requirements. For example, the small business on a leisure travel contract does not have to worry about bank lines of credit to cover the Government "float" since most leisure travel is paid by credit card or check with immediate cash flow to the agency.

Moreover, small and SDB travel agencies that are local to the base or installation in question will know the local military communities better than mega-agencies and they can provide hands-on consultations with individual travelers. Leisure volumes tend to be more in line with small business experience. Small agencies have more local name recognition and may bring in more volume to the on-base office -- and therefore more concession fees to the base's MWR fund -- because of their recognition as an established business in the community. Also, since there are fewer special services (e.g. credit card reconciliations), more funds may be available as concession fees to be paid to the MWR.

Since the Federal Procurement Regulations applicable to non-appropriated fund (NAFI) procurements are different and less stringent than those required for official travel, it will be easier for small businesses to comply.

Finally, if all leisure travel were set aside for small/SDB concerns, the small companies would obtain more business than if they were limited only to subcontracting opportunities on combined procurements.

By dividing the DTRs into smaller procurement pieces AND by breaking out the leisure travel into separate contracts, there would be far more opportunities for small businesses to participate as prime contractors. That part is obvious. (To DOD's credit, representatives have

recently stated that they are rethinking their decision to combine official and leisure travel, but we have seen no action to back up their words.)

The recent issuance by the SBA on October 25, 1999, 64 F.R. 205, at 57366, of an interim rule regarding contract bundling provides, we believe, excellent parameters for determining when contract bundling is appropriate -- if these parameters are enforced. Among the new regulations is a requirement that a procuring activity that intends to proceed with a "bundled" procurement -- defined to be any combination in excess of \$10 million, which effectively includes most existing DOD travel procurements -- must document and present "measurably substantial benefits" that would accrue to the activity as a result of the bundling. In procurements under \$75 million -- which most of the DTA regions will be if no leisure travel is included -- the measurable benefits must exceed 10% of the contract value. In contracts over \$75 million -- which some of the new DTA procurements will be if leisure travel is included -- the measurable benefits must exceed 5% of the contract value. Thus, in a \$50 million travel procurement, the measurable benefits of consolidation would have to be at least \$5 million. It is difficult to imagine how DOD intends to demonstrate such a measurable benefit from the current proposed DTA structure, particularly in light of the additional requirement in the new regulation that requires a separate demonstration of at least 10% of the contract value in administrative costs savings. Thus, DOD will have to demonstrate a benefit of \$5,000,000 over and above the \$5,000,000 in other benefits in order to justify each of the new DTA alignments.

IV. IMPACT ON SMALL BUSINESSES IN ALL AREAS OF GOVERNMENT CONTRACTING

What is not obvious from DOD's travel management contracting methods is the manner

in which DOD's travel contracting and subcontracting requirements have impacted the entire small business contracting community, to everyone's detriment.

A. DOD's Travel Contracting Methods and Reporting of Small Business Contracting and Subcontracting Opportunities Results in a Material Overstatement of DOD's Satisfaction of Small Business Contracting Goals

Currently, CTOs are operated by private contractors on a "no cost" basis, meaning that the contractor is not paid by the Government for the cost of providing the services. The contractors receive revenues through fees or commissions paid by the travel vendors, i.e. the airlines, hotels and other providers of travel services. Although GSA has announced that it is going to change to a transaction fee basis, in which travel management contractors finally will be paid for their services by the user of those services, DOD has been obstinate in its adherence to the no-cost format for CTO contracts. Apart from the questionable legality of such no-cost contracts, an issue that is currently being litigated before the General Accounting Office (GAO), is the manner in which DOD reports its CTO small business contracting commitments.

DOD reports small business contracting and subcontracting in terms of air volume, as if appropriated fund dollars are going to the CTOs. The effect of this reporting method is to artificially inflate DOD's goal achievements reported to Congress. Moreover, the impact is doubled because DOD includes leisure travel dollars in the reporting.

Because the travel contractors are not paid by the Government users for their services, currently relying on an ever-diminishing revenue stream from the airlines and travel vendors, no appropriated funds are being paid to the travel contractors. Let me repeat that. These are currently no-cost contracts. No procurement dollars go to the travel contractors.

Further, although the Government does use appropriated funds for official travel, the vast majority of those funds never even pass through the hands of the travel contractor. In the case of

official air travel, most tickets are paid for using the government credit card (currently VISA for DOD). The ticket is issued in the name of the airline, the airline bills the traveler/Government and the traveler pays the bill. No government funds ever pass through the travel contractor when the credit card is used. In the case of car and hotel travel, the contractor makes only reservations, with the traveler paying the hotel or car company directly at the completion of the stay or rental, so that no government funds ever come to the travel agency.

Even when the traveler does not use the government credit card, but is authorized to travel via a "GTR" or Government Travel Request, no government funds pass through the travel contractor. In such cases, the GTR is made payable to the ticketing airline and the travel contractor remits the GTR to the airline for collection from the government directly. The only time any government funds pass through the travel contractor is when the traveler, instead of using the government credit card or GTR, is authorized to travel by the assignment of an "SGR" number, in which case the travel contractor bills the Government and pays the airline. Of course, under these circumstances, the money is passing through the travel agency in a fiduciary capacity.

To its credit, and despite the fact that no procurement dollars go to the travel contractors, DOD **does** set aside some procurements for small business and does require that large prime contractors have small and SDB subcontracting plans in place. Indeed, subcontracting to small businesses is even an evaluation factor. However, the current volume of CTO contracts set aside by DOD for small business is only 1/2 of 1%, or approximately \$45 million in travel billings.

HOWEVER, DOD departments report the small business prime and subcontracting as if appropriated funds were being used to finance these contracts. Thus, prime contractors submitting DD 294s and 295s, provide their figures on a travel volume basis, even though no

appropriated funds are being paid to the travel services contractors for the services being provided. That reporting methodology results in a major overstatement of small business contracting awards.

To illustrate, the new draft DOD travel RFP gives estimated annual volumes of almost \$1 billion dollars, of which about \$100 million is set aside for small business. (I am using round figures for ease of illustration.) Those figures reflect airfare, car rental and hotel expenditures with zero dollars going to the travel companies. They do NOT reflect leisure volume, although DOD is currently planning on combining the procurements. Assuming that DOD requires, as it has in the past, that prime contractors award at least 5% of the volume to small businesses, the large prime contractors would award, and ultimately report, 5% of \$900 million or \$45 million in contracts going directly to small businesses, with another \$100 million as set-asides. That is \$145,000,000 in "phantom dollars" that is being reported as part of DOD's total alleged small business goal compliance, a number that could increase substantially and even double when the CONUS leisure travel volume is factored in. Yet, there are zero appropriated fund dollars being awarded in these "no-cost" travel contracts.

The net impact of reporting small business participation as if appropriated funds were being directly awarded to those businesses is to deprive all other small concerns of opportunities in government contracting. If DOD is using the gross travel volume to small businesses as a factor in determining DOD's overall achievement of the Department's small business prime and subcontracting goals, then DOD is improperly inflating its results, thereby limiting small business contracting opportunities for all.

V. CONCLUSION

In summary, we encourage the Committee to take whatever measures it can to influence DOD's alleged commitment to small business contracting in the travel management contracts, to convince DOD that it should not be bundling official and leisure travel into single procurements, thereby allowing small agencies to competitively compete for the leisure travel market alone and, most importantly, to force DOD to report only appropriated fund dollars in its small business compliance summaries to Congress, and to stop inflating its compliance efforts with phantom awards to the travel sector.

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DRAFT SOLICITATION FOR TRAVEL MANAGEMENT SERVICES

ANNUAL TRAVEL VOLUMES

The following table shows the annual travel volumes by area.

Travel Area	Geographical Area	SM
1	MD, OH, WV	68.454
2	KS, OK	21.626
3	CO, UT	27.027
4	FL (see note 1 for exceptions)	20.255
5	GA	34.470
6	HI & US Pacific territories	57.587
7	Central CA (see note 2)	18.862
8	Northern CA (see note 3), NV	24.165
9	LA	57.025
10	DE, NJ, PA	33.185
11	AK, ID, MT, OR, WA, WY	49.784
12	TX	57.172
13	AZ, NM, Southern CA (see note 4)	60.791
14	VA (see note 5 for exceptions), Cuba	59.080
15	NC, SC, Central & South America Caribbean (less Cuba)	63.512
16	CT, MA, ME, NH, NY, RI, VT, Canada	47.349
17	AL, AR, MS, TN, FL (see note 6)	77.616
18	National Capitol Region (see note 7)	79.229

Note 1: FL except the counties of Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington

Note 2: CA counties of Kern, Los Angeles, San Bernardino, San Louis Obispo, Santa Barbara, and Ventura

Note 3: All CA except the counties of Kern, Los Angeles, San Bernardino, San Louis Obispo, Santa Barbara, Ventura, Imperial, Orange, Riverside, and San Diego

Note 4: CA counties of Imperial, Orange, Riverside, and San Diego

Note 5: VA except the counties of Arlington, and Fairfax and independent cities of Alexandria, Fairfax and Falls Church

Note 6: Includes the FL counties of Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington

Note 7: Includes District of Columbia and the VA counties of Arlington, and Fairfax and VA independent cities of Alexandria, Fairfax, and Falls Church

Statement of

Maurice J. Allain, CEO

Phoenix Scientific Corporation

Before the Committee on Small Business

U.S. House of Representatives

Department of Defense's Policy on Contract Bundling

November 4, 1999

Mr. Chairman, Members of the Committee, and Staff

I appreciated the opportunity to appear before the Committee today to provide my views on the impact of contract bundling on small businesses like my own.

Before taking your questions, I want to spend a few minutes giving my perspective as the owner and chief executive of a small defense contractor on the pernicious effect contract bundling is having on the fortunes of firms like my own and the long term consequences to our segment of the marketplace. You are well acquainted with this problem, and have received testimony from others more expert on the subject than I. My goal is to encourage this committee to consider enacting legislation with more specific guidance to the Department of Defense as it concerns both bundling and its perceived growing alienation from an important component of its supplier base.

First I would like to remind all, for background, the salient interest the American people have in the health of small business in general, its participation in federal procurement, and particularly in defense procurement. Without a lot of fanfare, the small business sector has revolutionized the American economy in its transition from the industrial age to the information age.

Much of the work of this committee over the last half century with regard to federal procurement policy has been focused on gaining and maintaining a "fair" share of federal procurement dollars for the small business segment of the economy. This view of distributive justice has its origins in the anti-trust legislation at the turn of the century and it has been buttressed by the static equilibrium theory of neo-classical economics.

Contract bundling *per se*

P.L.105-135 allowed for the agencies to consolidate requirements if necessary and justified. The SBA was required to propose rules that would limit the discretion of the contracting official to specifically those cases that could be quantitatively determined to be “substantial” and “measurable” to avoid the inadvertent effect of adversely impacting small business. There are well founded reason for this concern.

In the past, contracting officers have preferred to follow a line of least resistance by favoring large rather than small business in the award of agency contracts, since the former generally provide large physical resources, as well as the production and managerial expertise.

The defense industry is however unique and unlike any other market for goods and services. Dr. Jacques Gansler, Undersecretary of Defense for Acquisition, Technology and Logistics, had this to say about it.

“In order to understand the economic operation of the U.S. defense industry, it is first absolutely essential to recognize that there is no free market at work in this area and that there likely cannot be one because of the dominant role played by the federal government. The combination of a single buyer, and few very large firms in each segment of the industry and a small number of extremely expensive weapons programs constitute a unique structure for doing business...have created large barriers to entry and exit. These barriers result in each firm managing to keep its share of the business even in a shrinking market.” (*The Defense Industry*, p.69)

The history of American military technology indicates that it has often been the small, inventor-led firms that have made the qualitative breakthroughs so critical to military superiority of the U.S. forces: thus their disappearance affects our long-range future as well. If these small, lower-tier firms are so critical, why do the Congress and the Department of Defense think only in terms of the “giants” of the defense industry, such as Lockheed, Boeing and McDonnell-Douglas, and assume that there is uniformity across the overall defense industry?” (*Ibid.*, p129).

Why indeed? Dr. Gansler’s answer comes in his next book. He writes:

“Many have attempted to describe the very special buyer-seller relationship that exists in the realm of defense. The economist Walter Adams called it a ‘closed system of buyer and seller, interrelated for common interest’ that ‘defies analysis by conventional economic tools.’ The economist James McKee said that ‘it’s is a relationship of participation’ in which ‘the large buyer has a direct influence on the policies and decisions of the large seller,’ and that ‘what we observe is a

The Flexible Acquisition Sustainment Tool (FAST)

The Department of the Air Force at Warner Robins Air Logistics Center is currently pursuing the FAST procurement. FAST will establish the means for the procurement of services (to include Advisory and Assistance, modifications, spares, repairs and system acquisition). The program will include, but will not be limited to, direct support for design, integration, testing, modifications, maintenance, configuration management, quality assurance, system safety, hazardous material management, technical and engineering data management, support and analysis, and packing, handling, storage, marking and transportation of said parts, subassemblies and assemblies. Also included will be requirements of the Space and Command, Control, Communication & Intelligence (C3I) community. This contract, as contemplated, will run for 7 years and have a ceiling of \$7B (other unofficial estimates place the ceiling at \$18B). This contract is so broadly scoped that a reasonable person would have a hard time believing that it complies with the Competition in Contracting Act (CICA) let alone any reasonable attempt to seriously include small business participation. The message sent by this procurement action is clear: "Only large firms need apply."

As announced by the Air Force, the Standard Industrial Code (SIC) assigned is 8731 that has a 1500 employee size standard. Since the Air Logistic Centers typically spend in excess of 80% of their services funds in SIC code 8711, the only conclusion that one can draw is that this is a thinly disguised attempt at "creaming." Since performance is monitored by the annual amount of contract dollars awarded, a logical agency response is to "cream" awards to those entrepreneurs in the targeted group that will provide the highest probability of successful completion of the contract requirements. This choice of output measure under the goal-setting procedure creates an unfortunate irony, for those targeted firms most in need of assistance.

Winning federal government contracts greatly increases the chances for a firm's survival. Winning multiple awards increases a firm's chances significantly over firms winning a single award and firms not participating in the federal contracting market. The SBA recently published a study that showed the dissolution rate of small federal contractors is about half the rate of similar firms in the economy. The exception in the study is the group of federal contracting firms with a single award from 1984 to 1988: this group had a dissolution rate about one-third less than that of the firms in the control group. The dissolution rates decline as firm size increases for both government contractors and firms without government contracts. As was mentioned earlier, small business formation has been demonstrated as a key factor in the recent strong American economy. A contract of this magnitude and scope will deny opportunity not only to those in the industry but also to those firms desiring entry. Dr. Gansler has consistently argued that the Department of Defense could face serious future problems in the future because of the decline or market exit of large numbers of lower tier defense suppliers.

During FY 1998, the federal government spent a total of \$181.7 billion for goods Small businesses received just \$33.2 billion or 18.3 percent of the prime contract total—less than the 23 percent nationwide prime contract goal for procurement from small firms.

1974; Injunctive Relief Act, 1976; Sunshine in Government Act, 1976; Intentional Tort Amendment Act, 1976; Inspector General Act, 1978; Ethics in Government Act, 1978; Prompt Payment Act, 1983; Federal Managers Financial Integrity Act, 1984; Competition in Contracting Act, 1984; Privacy Act, 1984; Chief Financial Officers Act, 1990; Government Performance and Results Act, 1993; Government Management Reform Act, 1994; Information Technology Management Reform Act, 1996; among many other, less important Federal statutes. (The Administrative Procedure Act has been codified in Title 5 of the U.S. Code, along with the Freedom of Information, Privacy, Government in the Sunshine, and Injunctive Relief Acts.)

Because private actors are not subject to the same constitutional, statutory, and oversight restrictions as governmental actors, delegation of public functions outside the bounds of government profoundly challenges traditional notions of accountability, making it all the more difficult, as James Madison put it, to "oblige" government "to control itself."

When public functions are delegated to private actors and are allowed to be transformed into "private" actions, public accountability is inevitably lost. Indeed, delegations of this sort may even shield such private actors from the mechanisms of private accountability as well, since they may be able to assert governmental immunities as instrumentalities of the state.

I would like to summarize by saying that much has changed in the world since Congress undertook the setting of the national policy to assure participation by all of its citizens in federal procurement. We have seen fundamental changes in the political economy of this nation such that small business thought to be sub-optimal when viewed from the perspective of the industrial economy, now drive the information economy for the benefit of all Americans. We have seen our model of government and market economy triumph over the command economies of our former adversaries, and their ultimate demise as threats to our national security. We have seen this nation, through its representatives in this House, support issues of distributive justice and fair play extended first to small business and latter to women and minorities. However we should be mindful that the decline and bankruptcy of opposing ideologies should not be any reason to return to the days of monopoly capital.

While extolling the myth and virtue of unbridled capitalism, laissez-faire management, and entrepreneurial decision making, many new found conservatives and political theorists in their attempt to "reinvent government" appear to have forgotten that successful industrialized countries have centralized policies, and that it was the concept of universal access to high quality education and shared ideals which helped to propel this country to its well-deserved greatness. I close my prepared statement with a quote from one of your predecessors in the 82nd Congress:

"In the early years of World War II, 100 large companies received 67 percent of Federal prime contracts. During the same period one-sixth of the Nation's small businesses closed their doors! This mistake must not be repeated."

Electra

International
Telecommunications

November 12, 1999

Honorable James M. Talent - Chairman
House Small Business Committee
United States House of Representatives
2361 Rayburn House Office Building
Washington, DC 20515-6315

Dear Chairman Talent:

I want to express my appreciation for the opportunity to give testimony before your committee regarding the illegal, arbitrary and unjustified practice of contract bundling telecommunication services by the DoD. It is heartening to see that both you and Representative Velazquez share an aversion to this practice, which has had a severe impact on the ability of small businesses to sell telecommunication services to the DoD. I especially want to thank you, the members of the committee and staff, for the courtesy and support you extended to me during my time before the committee.

It is my understanding that the record has been kept open for submission of additional information. Based on the testimony and written statement of Mr. David Oliver, Principal Deputy Under Secretary of Defense for Acquisition, I would like to highlight, clarify and expand on some of my own testimony, as well as respond to some of Secretary Oliver's assertions.

Special Performance Requirements to Justify Bundling

I urge the committee to be highly skeptical of any claim by the DoD that its special technical requirements justify the bundling of telecommunication services. With regard to the DTS-CE contract, Mr. Oliver stated that elimination of full and open competition was prompted by a need to "enhance security and network management ...of its telecommunications systems." In the Summer of 1998, Mr. Art Money, the Assistant Secretary of Defense for Command, Control, Communications, and Intelligence, identified "interoperability" of the telecommunications infrastructure as an additional reason for DoD contract bundling.¹ (I suspect that as each one of its justifications is debunked, the DoD will come up with a new one.) In fact, the DTS-CE services are not any more secure, better managed or more interoperable when they are provided by MCI Worldcom, AT&T and Sprint than when they are provided through contracts with other vendors. Indeed, as described below, when services are provided by other vendors, MCI Worldcom, AT&T and Sprint may be involved in providing those services as subcontractors to a similar degree as they would be as prime contractors. To understand why, one needs to understand the nature and function of the national telecommunications infrastructure, how the DoD buys and uses telecommunications services, and how all vendors provide telecommunication services to the DoD.

¹ "GAO: Rogue networks thwart DISN," August 3, 1998, Federal Computer Week

Nature and Function of the National Telecommunications Infrastructure

The multi-billion dollar telecommunications infrastructure is built from off-the-shelf fiber optic cable and equipment (facilities) that function in a manner similar to our national ground transportation system, by transporting voice, data and video to locations throughout the country. While the system is interconnected, (i.e., interoperable), it is made up of facilities that are installed, owned, controlled, managed, monitored and maintained by many different long distance carriers and local telephone companies. When one takes a trip by car between two locations, it is common to utilize a combination of facilities: interstate highways, state highways, avenues, streets, roads and lanes, each of which may be controlled and maintained by a different entity. The same is true for the transmission of telecommunications services.

If AT&T, MCI Worldcom or Sprint is asked to provide a telecommunications circuit that originates in Fort Leonard Wood, Missouri and terminates at Schriever Air Force Base, Colorado, none of the DTS-CE contractors can provide the local connection to either government site. In fact, at both Fort Leonard Wood and Schriever AFB, the circuit may transverse the fiber facilities of two local telephone companies before it even enters the long distance "interstate highway" facilities of the DTS-CE vendors. Even that long distance segment may not be provided by any one carrier. It is common industry practice for interstate carriers, such as MCI Worldcom, Sprint and AT&T, to lease facilities from each other and third parties where either their own fiber facilities are being used at full capacity or they do not have any installed fiber. As with ground transportation facilities, when there is a problem with any telecommunications segment not owned by MCI Worldcom, Sprint and AT&T, each of those companies must rely on the controlling carrier to identify the problem and make the needed repairs.

In addition, the DTS-CE contract bundle includes local service. If the DoD requires a telecommunications circuit between Fort Leonard Wood, Missouri and St. Louis, Missouri, as it has in the past, that service is provided by the fiber facilities of two Missouri telephone companies, and the data that is transmitted between the DoD sites never transverses the fiber optic cable facilities of any DTS-CE contractor. Yet, today such service can only be procured from the DTS-CE vendors, who then resell the local fiber facilities. With the DoD moving all future requirements to the DTS-CE bundle, local telephone companies (such as those described in the Missouri example above) which own, operate and maintain fiber optic facilities are locked-out of an important part of the telecommunications market.

It is particularly interesting that in St. Louis, AT&T and MCI Worldcom own some fiber facilities, thereby enabling them to compete directly with the local telephone company. However, when the DoD requires a circuit in St. Louis through the DTS-CE contract, no such competition is permitted. The local telephone company is barred from the market, not only as a prime contractor, but often as a subcontractor. If either AT&T or MCI Worldcom win the contract, they will certainly choose to use their own fiber facilities rather than those of the local telephone company.

How can MCI Worldcom, AT&T and Sprint assure the government of a secure end-to-end circuit path if they do not install, control, monitor, and maintain significant portions of the fiber optic facilities that provide the service? How can MCI Worldcom, AT&T and Sprint provide network management on the Fort Leonard Wood to St. Louis circuit when two Missouri telephone companies are the only commercial vendors that can monitor and maintain the circuit? Indeed, if that circuit were to malfunction, none of the DTS-CE vendors would know about it until a DoD user or the Missouri telephone companies told the carrier.

How the DoD Buys and Uses Telecommunications Services

In acquiring the services on the DTS-CE contract, the DoD made a choice to use the existing commercial telecommunications infrastructure, the exact same interoperable fiber optic facilities that are used by large corporations, banks, hospitals, insurance companies, Internet providers, small businesses and individuals. The national network is not any more or less secure, or any more or less monitored, than it is for the millions of non-DoD users. The DTS-CE contract, as well as its many other bundled contracts, does not require vendors, such as MCI Worldcom, AT&T and Sprint, to construct a separate network just for the DoD. Cost considerations make this option unfeasible.

This is not to say that special requirements, such as security, are unimportant or unattainable. When the DoD wants a higher level of security on the circuits it acquires from any vendor utilizing the commercial network, it employs its own encryption devices at each service point. The use of these devices and the transmission of encrypted data are totally transparent to the infrastructure that provides the service.

How All Vendors Provide Telecommunication Service to the DoD.

The vast majority of telecommunication services that are procured by the DoD are commodity items that transverse the national telecommunications infrastructure. All vendors, including the DTS-CE vendors, utilize that infrastructure to provide services either over a mix of their own facilities and those of others, or totally over facilities that they lease from others. When a small business, such as Electra, provides the DoD with a telecommunications service from New York to California, it leases the facilities of all the telephone companies that are necessary to provide the end-to-end circuit path. As with the DTS-CE vendors, Electra relies on each subcontractor that controls its segment of the path. Electra may not own or control any of the facilities on such a cross country circuit; but neither do DTS-CE contractors when facilities are resold.

Small Business Subcontracting is Not the Answer

We believe that the House Committee on Small Business is correctly focused on small business prime contracting, rather than subcontracting. In the provision of telecommunication services, subcontracting is not a realistic option for most small businesses. In addition, based on responses to Freedom of Information Act requests, we do not believe that small business subcontracting programs are properly administered and adequately monitored. Finally, and most significantly for Electra, we do not believe that small businesses should be indentured to large businesses; rather, we want the freedom to compete against them.

The DoD's Distorted View of the Competitive Market

The most disturbing remark made by Secretary Oliver in his written testimony is as follows:

New requirements of the kind covered by this multiple award arrangement [DTS-CE contract] will be competed among three awardees, not, as in the past, competed circuit by circuit using full and open competition. The old approach had enable small business resellers to *sometimes* win contracts for individual circuits. (Italics added.)

First, since all future requirements are being "competed" among the three DTS-CE awardees, we would like Secretary Oliver to explain in what way are those future services not being competed on a circuit by circuit basis? Earlier in his statement, he indicates that part of the motivation for bundling is "budget constraints and down-sizing our work

force.” Does it require significantly more human or financial resources to evaluate six price proposals versus three? While it may be slightly more burdensome to oversee more than three contractors, giving much weight to that factor could eviscerate any effort to promote competition and small business participation. Of course, Secretary Oliver claims that the DTS-CE contract is not bundled because the DoD solicited proposals from small business and there is competition on the contract. As we said in our oral and written testimony, the truth is in the outcome, not in the intentions. Competition among three (soon to be two) oligopolists for all initial and future opportunities demonstrates that the DTS-CE contract was a large business set-aside, perfectly bundled for its inevitable awardees.

Second, the statement obviously makes an effort to distinguish, unfavorably, between “small business resellers” and the facilities-based DTS-CE vendors. We would like the Secretary to explain the difference between a small business reseller and a large business reseller, in those many cases when the DTS-CE vendors resell local service.

Third, we find it appalling that the Secretary labels “full and open competition” the “old approach.” It is obvious that the DoD believes that the “new and improved” approach is to turn the market over to the oligopolists through illegal bundling. Full and open competition is the guiding principle of the FAR; anything other than this approach is contrary to law.

Fourth, Secretary Oliver’s implication that small businesses were “sometimes” able to win contracts in the open competitive market demonstrates an ignorance of the facts, as well as a possible prejudicial view of small business contractors. We have collected information on about 5,000 DoD telecommunications contract awards. At least nine open market competitors won more contracts than either Sprint or AT&T. Electra, in its efforts to win “sometimes,” won more contracts over the period of 1989 to 1999 than AT&T, MCI Worldcom and Sprint, combined. In dollar value or number of contract awards, AT&T, MCI Worldcom and Sprint, combined, could never garner more than 35% of the market. Indeed, with regard to AT&T and Sprint, Secretary Oliver would have been more accurate in stating: “The old approach had prevented large, facilities-based carriers from winning many contracts for individual circuits.” That statement is closer to the truth and provides far more insight into the justification for the DTS-CE contract than concerns about security. DTS-CE is essentially a large business set-aside.

I would like to correct one statistic from my oral and written testimony. I stated that there were approximately 50 vendors that were certified to compete in the open market but are now locked out by the DTS-CE contract. Since my testimony, I have learned, through a response to a FOIA request, that 450 vendors are certified by DoD to compete for telecommunication services. (Copy of list of vendors enclosed.) Today, the bundled DTS-CE contracts bars them all.

Why did Electra Out-Perform the DTS-CE Vendors in the Open Market

Throughout Electra’s ten years of performance in the DoD’s open market, the question that I get asked most frequently is: “How can you ever hope to win anything, you’re just reselling other vendors’ services?” I usually offer the easy answer, “Look at the results.”

I am proud to tell the committee that our success involves extremely hard work, ingenuity, perseverance, flexibility, and an unsurpassed knowledge of our market. These are the traditional characteristics of small entrepreneurial businesses, and DoD users have benefited through lower prices and quality service. Electra has been able to outperform AT&T, MCI Worldcom and Sprint because there is a significant difference between a company that is

motivated to **compete** for business every day and oligopolists who are mainly motivated to influence contracting personnel to give them bundled service contracts.

Conclusion

Once again, I appreciate the opportunity to provide the committee with this information and respectfully request that this letter be included in the official record. If you have any questions concerning this material, please contact me at 301-913-0472.

Sincerely,



Craig Brooks
President

cc: Honorable Nydia M. Velazquez

Encls.: "DITCO Directory of Commercial Communications Companies," dated 12 Oct 1999.

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12 OCT 1999

SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS

SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ABI	1	AMERICAN TELEPHONE & TELEGRAPH COMPANY ATTN: MS. EMA K. BRONN 8403 COLESVILLE ROAD. SILVER SPRINGS MD 20910-5603	DCA200-93-H-0018	09 NOV 92	C
ACTA	1	ACE TELEPHONE ASSOC P O BOX 360 207 E CEDAR ST HOUSTON MN 55943-0360	DCA200-85-H-0020	25 APR 85	B
ACTT	1	ACTION TELCOM COMPANY ATTN: MR SEAN SPEARING SUITE 500 451 PINE STREET ABILENE TX 79601-5186	DCA200-92-H-0043	12 DEC 91	B
ALBT	1	ALBION TELEPHONE COMPANY INC ATTN: MR. ODEEN K. REDMAN, PRES. 225 WEST NORTH STREET POST OFFICE BOX 98 ALBION ID 83311	DCA200-92-H-0031	08 NOV 91	B
ALEX	1	UNITED TELEPHONE COMPANY OF MINNESOTA D/B/A SPRINT ATTN: RON DERTINGER 343 EAST 82ND STREET CHASKA MN 55318	DCA200-96-H-0017	12 FEB 96	C

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SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ALFS	1	ALASKA FIBER STAR, LLC ATTN: JOHN G. BURNS SUITE 150 1029 WEST 3RD AVENUE ANCHORAGE AK 99501	DCA200-97-H-0086	23 JUL 97	B
ALHA	1	ALMA TEL CO INC 101 MERCER STREET POST OFFICE BOX 2027 ALMA GA 31510-2027	DCA200-85-H-0004	05 FEB 85	A
ALOK	1	ALLTEL OKLAHOMA INC ATTN: MR. DAN KLINEDINST ONE ALLIED DRIVE POST OFFICE BOX 2177 LITTLE ROCK AR 72203-2177	DCA200-96-H-0073	10 JUN 96	B
ALSC	1	ALPHA LYRACOM SPACE COMMUNICATIONS, INC ATTN: MR. DOUGLAS GOLDSCHMIDT 1 PICKNICK PLAZA GREENWICH CT 06830	DCA200-91-H-0008	23 MAY 91	B
ALTX	1	TEXAS ALLTEL, INC. ATTN: KENNETH L. BARNES 2ND AND PEAR STREETS WINNIE TX 77665	DCA200-99-H-0002	01 MAR 99	C

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SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
AMSC	C	GTE GOVERNMENT SYSTEMS CORPORATION ATTN: 15000 CONFERENCE CENTER DR CHANTILLY VA 22021-3808	DCA200-99-D-5011		C
AMSC	1	GTE GOVERNMENT SYSTEMS CORPORATION ATTN: LINDA OVERMEYER 15000 CONFERENCE CENTER DR CHANTILLY VA 22021-3808	DCA200-96-H-0081	20 JUN 96	C
AQCI	1	APPLIED QUALITY COMMUNICATIONS, INC. ATTN: ALLAN L. MANDEL SUITE 212 6009 OXON HILL ROAD OXON HILL MD 20745-3170	DCA200-97-H-0035	21 NOV 96	A
ASTC	1	ARCTIC SLOPE TEL ASSN COOP, INC ATTN: MR. DAVID FANSKE 4300 R ST SUITE 501 ANCHORAGE AK 99503-5900	DCA200-91-H-0017	13 SEP 91	B
AT	G	AT&T COMMUNICATIONS, INC. ATTN: COMM MGR - NORTHSTAR SYSTEM 1120 20TH STREET, N W WASHINGTON DC 20036-3406	DCA200 87 H 0024	10 JUL 87	C

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SECTION A
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
AT	1	AT&T COMMUNICATIONS, INC. ATTN: ROLAND HAVES 7TH FLOOR 2020 K STREET WASHINGTON DC 20006	DCA200 87 H 0024	10 JUL 87	C
ATA	1	MUNICIPALITY OF ANCHORAGE D/B/A ANCHORAGE TELEPHONE UTILITY ATTN: MS. CAROLYN GORDAN, M.S #5 600 TELEPHONE AVE ANCHORAGE AK 99503-6091	DCA200-94-H-0007	26 MAY 94	Z
ATTH	1	AT&T CORP. ATTN: ROBERT LUKE SUITE 800 2020 K STREET NW WASHINGTON DC 20006-1806	DCA200-93-H-0018	09 NOV 92	C
AVTC	1	FRONTIER COMMUNICATIONS OF AUSABLE VALL 1649 ROUTE 9 FRONT STREET KEESEVILLE NY 12944	DCA200-89-H-0017	27 JAN 89	C
BALT	1	BALTIC TELECOM COOPERATIVE ATTN: GREG GRABLANDER 501 SECOND STREET POST OFFICE BOX 307 BALTIC SD 57003-0307	DCA200-97-H-0030	15 NOV 96	B

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SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
BASI	1	BELL ATLANTICOM SYSTEMS INC ATTN: 6TH FLOOR 8484 GEORGIA AVENUE SILVER SPRING MD 20910-5609	DCA200 92 H 0095	03 MAR 92	C
BAYT	1	BAY AREA TELEPORT, INC. ATTN: MR. MICHAEL ROSENQUIST, EXEC VP SUITE 250 1141 HARBOR BAY PARKWAY ALAMEDA CA 94501	DCA200 92 H 0020	30 OCT 91	C
BBNP	1	BBN PLANET CORPORATION ATTN: KATHLEEN DAHILL 150 CAMBRIDGE PARK DR. CAMBRIDGE MA 02140	DCA200-95-H-0017	27 SEP 95	C
BBTC	1	BRISTOL BAY TEL COOP, INC ATTN: LAUREL A. BILL PO BOX 259 KING SALMON AK 99613-0259	DCA200 89 H 0028	13 FEB 89	B
BCRI	1	BELL COMMUNICATIONS RESEARCH, INC. ATTN: KEVIN MCCREA ROOM PY4 2-G-326 3 CORPORATE PLACE PISCATAWAY NJ 08854-4199	DCA200 85 H 0017	08 APR 85	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
BEKC	1	BEK COMMUNICATIONS I, INC. ATTN: JEROME TISHMACK 200 EAST BROADWAY POST OFFICE BOX 200 STEELE ND 58482-0200	DCA200-96-H-0127	11 SEP 96	B
BETL	1	BETTLES TELEPHONE COMPANY ATTN: MICHAEL GARRETT 391 OTTO STREET POST OFFICE BOX 222 PORT TOWNSEND WA 98368-0222	DCA200 96 H 0086	26 JUN 96	B
BEUA	1	BENTON RIDGE TEL CO, THE ATTN: DONALD E. EVANS 140 MAIN STREET POST OFFICE BOX 180 BENTON RIDGE OH 45816-0180	DCA200-96-H-0033	19 MAR 96	B
BLUE	1	BLUE VALLEY TELEPHONE COMPANY ATTN: TERRY O'NEIL ROUTE 1 POST OFFICE BOX 82A HOME KS 66438-9762	DCA200-97-H-0005	30 OCT 96	B
BLUS	1	BLUESTEM TELEPHONE COMPANY, INC. ATTN: GLENDA SALTER 601 MAIN STREET POST OFFICE BOX 408 AMERICUS KS 66835-9707	DCA200-98-H-0001	23 DEC 97	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
BN	1	NEVADA BELL ATTN: MS. FRAN REDMON P.O. BOX 11010 645 E PLUMB LANE ROOM A103 RENO NV 89520-0005	DCA200-89-H-0061	12 SEP 89	C
BP	1	BELL ATLANTIC - PENNSYLVANIA, INC. ATTN: 1717 ARCH STREET PHILADELPHIA PA 19103	DCA200-97-H-0054	21 NOV 96	C
BRDT	1	BRANDENBURG TELEPHONE COMPANY, INC. ATTN: MS. ALLISON WILLOUGHBY 332 EAST BROADWAY POST OFFICE BOX 599 BRANDENBURG KY 40100-0599	DCA200-97-H-0029	15 NOV 96	B
BRTC	1	BALLARD RURAL TEL COOP CORP, INC ATTN: HARLON E. PARKER 159 WEST SECOND STREET POST OFFICE BOX 209 LA CENTER KY 42056-0209	DCA200 96 H 0010	30 JAN 96	B
BSGS	1	BELLSOUTH COMMUNICATIONS, INC SUITE 412 1967 LAKESIDE PARKWAY TUCKER GA 30084-0412	DCA200 87 H 0027	17 SEP 87	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
BTCL	1	BADGER TELECOM, INC. ATTN: GENE THEIDE 420 HEWETT STREET POST OFFICE BOX 151 NEILLSVILLE WI 54456-1924	DCA200-97-H-0022	15 NOV 96	C
BUSH	1	BUSH-TELL, INC P O BOX 109 ANIAN AK 99557	DCA200-79-H-0061	05 MAR 79	B
CAPR	1	CAP ROCK TELEPHONE COOPERATIVE, INC. ATTN: JIM WHITEFIELD 121 EAST THIRD STREET POST OFFICE BOX 300 SPUR TX 79370-0300	DCA200-97-H-0082	21 APR 97	B
CAVA	1	CASCADE AUTOVON COMPANY D/B/A PTI COMMUNICATIONS ATTN: JON ERICKSON 131 SECOND EAST NORTH BEND WA 98045-9416	DCA200-96-H-0078	17 JUN 96	C
CAHM	1	CABLE & WIRELESS, INC. ATTN: MICHAEL J. MCGUIRE 1519 GALLONS ROAD VIENNA VA 22180-3964	DCA200 87 H 0026	07 AUG 87	C
CEEZ	1	FRONTIER COMMUNICATIONS OF MINNESOTA, 14450 BURMHAVEN DRIVE POST OFFICE BOX 1527 BURNSVILLE MN 55337-6125	IDCA200 89 H 0045	31 MAR 89	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CEHN	1	CENTRAL TEL CO-NORTH CAROLINA D/B/A SPRINT ATTN: HERB HENDERSON 320 FIRST AVENUE N.W. POST OFFICE BOX 2308 HICKORY NC 28601-2308	DCA200 96 H 0079	19 JUN 96	C
CENT	1	CENTURY TELEPHONE COMPANY, INC. ATTN: NICK BOHMAN, VP 6501 COLISEUM BLVD ALEXANDRIA LA 71303	DCA200-93-H-0009	23 OCT 92	C
CEOB	1	FRONTIER COMMUNICATIONS OF IOWA, INC. ATTN: JAMES E. PETERSON 600 1ST AVENUE NORTH POST OFFICE BOX 1038 FORT DODGE IA 50501-9971	DCA200 96 H 0066	21 MAY 96	C
CETL	1	CENTRAL TELEPHONE COMPANY OF ILLINOIS D/B/A SPRINT ATTN: DLY COMM MGR 2004 MINER ST DES PLAINES IL 60016-4779	DCA200 89 H 0047	31 MAR 89	C
CFNE	1	CHURCHILL COUNTY TELEPHONE & TELEGRAPH ATTN: TED P. HUNNEWELL 20 WEST WILLIAMS AVENUE POST OFFICE BOX 1390 FALLON NV 89407-1390	DCA200 96-H-0034	20 MAR 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CHKV	1	CHUGWATER TELEPHONE COMPANY ATTN: MR. JAMES R. MCGUIRE 222 SECOND STREET POST OFFICE BOX 223 CHUGWATER WY 82210-0223	DCA200 91 H 0015	13 SEP 91	B
CHSV	1	CHICKASAW TELEPHONE COMPANY ATTN: MR. J. B. BRIGHT 124 WEST VENITA POST OFFICE BOX 460 SULPHUR OK 73086-0460	DCA200 96 H 0060	09 MAY 96	B
CIGD	1	CITIZENS UTILITIES COMPANY ATTN: DOTTIE PETERSON 2202 STOCKTON HILL RD POST OFFICE BOX 3609 KINGMAN AZ 86402-3609	DCA200-92-H-0014	22 OCT 91	C
CIT	1	CONTEL OF CALIFORNIA, INC. ATTN: MR. MICHAEL BURKE, VP 1607 MOJAVE DR VICTORVILLE CA 92392-3699	DCA200 92 H 0019	30 OCT 91	C
CLAR	1	CLEAR LAKE INDEPENDENT TELEPHONE CO ATTN: MR. THOMAS A. LOVELL 107 N 4TH STREET POST OFFICE BOX 66 CLEAR LAKE IA 50428-0066	DCA200 92 H 0044	20 DEC 91	A

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CLRK	1	CLARK FORK TELECOMMUNICATIONS, INC. ATTN: EARL R. OWENS 1221 NORTH RUSSELL STREET MISSOULA MT 59802-1898	DCA200-97-H-0001	29 OCT 96	B
CLYM	1	CLYMER TEL CO, INC 201 E FOURTH STREET PO BOX 850 JAMESTOWN NY 14702-0850	DCA200-89-H-0009	23 JAN 89	C
CMCI	1	CENTRAL MONTANA COMMUNICATIONS, INC. ATTN: RICHARD STEVENS 2121 HIGHWAY 2 NW POST OFFICE BOX 751 HAYRE MT 59501-0751	DCA200-96-H-0028	12 MAR 96	B
CMGN	1	COMSAT GENERAL CORP ATTN: DEAN A. KREHER ROCK SPRING ONE, 4TH FLOOR 6260 ROCK SPRING DRIVE BETHESDA MD 20817-1146	DCA200-96-H-0049	08 APR 96	C
CMLI	1	COMPRESSION LABS, INC ATTN: MR. WILLIAM A BERRY 350 EAST PLUMERIA DRIVE SAN JOSE CA 95134-1900	DCA200-91-H-0013	06 SEP 91	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CMSA	1	CICI, INC. D/BA IDB INTERNATIONAL ATTN: JAMES T. MCKENNA, VP-GOVT SALES SUITE 400 15245 SHADY GROVE ROAD ROCKVILLE MD 20850-3222	DCA200-92-H-0127	02 JUN 92	C
CNTC	1	CONSOLIDATED TEL CO OF MN ATTN: MARVIN C. NICOLAI 1102 MADISON STREET POST OFFICE BOX B BRAINERD MN 56401-0972	DCA200 96 H 0084	21 JUN 96	B
COGE	1	COMMONWEALTH TELEPHONE 100 LAKE STREET POST OFFICE BOX 1000 DALLAS PA 18612-1000	DCA200 78 H 0043	12 SEP 78	B
COJV	1	COASTAL UTILITIES INC ATTN: EARL F PHILLIPS 100 RYON AVENUE POST OFFICE BOX 585 HINESVILLE GA 31313-0585	DCA200-97-H-0004	31 OCT 96	B
CONI	1	CONSOLIDATED NETWORK, INC ATTN: MR. MIKE SMITH SUITE 400 540 MARYVILLE CENTER DRIVE ST. LOUIS MO 63141-5833	DCA200-90-H-0008	04 AUG 90	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
COPA	1	CORDOVA TELEPHONE COOPERATIVE, INC 611 SECOND ST PO BOX 459 CORDOVA AK 99574-0459	DCA200 89 H 0034	13 FEB 89	B
COPV	1	COPPER VALLEY TEL CO-OP ATTN: MR. SCOTT L. SMITH BOX 337 VALDEZ AK 99686-0337	DCA200 92 H 0026	30 OCT 91	B
CORC	1	CORCORAN GROUP, INC. ATTN: SILVIA C. T. WILSON SUITE SP-119 113 NORTH FIFTH STREET MINNEAPOLIS MN 55403-1604	DCA200-96-H-0021	27 FEB 96	B
COST	1	COASTAL TELEPHONE & ELECTRONICS CORPORATION ATTN: NICK BOHMAN, VP 6501 COLISEUM BLVD ALEXANDRIA LA 71303	DCA200 93 H 0012	03 NOV 92	C
COTS	1	CONTEL OF THE SOUTH, INC. D/B/A GTE SYSTEMS OF THE SOUTH ATTN: JAMES D. BENNETT, V.P. SALES ONE TAMPA CENTER 201 N. FRANKLIN STREET TAMPA FL 33602	DCA200 92 H 0142	10 JUL 92	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
COUI	1	COMMUNICATIONS UNLIMITED, INC. ATTN: DARRELL J. THOMAS, PRESIDENT 2721 TONGASS AVE POST OFFICE BOX 6598 KETCHIKAN AK 99901-9102	DCA200-93-H-0030	12 MAY 93	B
CP	1	BELL ATLANTIC - WASHINGTON, D.C., INC. ATTN: MS. BEVERLY DEASY 1710 H. STREET, NW, 9TH FL WASHINGTON DC 20006-4649	DCA200-97-H-0055	21 NOV 96	C
CPB	1	BELL ATLANTIC - MARYLAND, INC. ATTN: MS. BEVERLY DEASY 1710 H. STREET, NW, 9TH FL WASHINGTON DC 20006-4649	DCA200-97-H-0052	21 NOV 96	C
CPU	1	CP NATIONAL CORPORATION D/B/A ALTEL NEVADA, INC. ATTN: DAVID L THOMAS SUITE 400 2121 NORTH CALIFORNIA BLVD WALNUT CREEK CA 94596-8192	DCA200 92 H 0052	30 DEC 91	B
CPV	1	BELL ATLANTIC - VIRGINIA, INC. ATTN: MS. BEVERLY DEASY 600 EAST MAIN STREET RICHMOND VA 23219	DCA200-97-H-0050	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CPH	1	BELL ATLANTIC -- WEST VIRGINIA, INC. ATTN: MS. BEVERLY DEASY 1710 H. STREET, NW, 9TH FL WASHINGTON DC 20006-4649	DCA200-97-H-0049	21 NOV 96	C
CRAM	1	CRAN-KAN TELEPHONE COOPERATIVE, INC ATTN: MR. LYNDELL L. HURT 200 NORTH OZARK POST OFFICE BOX 100 GIRARD KS 66743-0100	DCA200-96-H-0056	23 APR 96	B
CROS	1	CROSS TELEPHONE CO. INC ATTN: 704 THIRD AVE PO BOX 9 WARNER OK 74469-0009	DCA200 89 H 0051	30 MAY 89	A
CRPS	1	CONSOLIDATED TELCO INC ATTN: CHARLES L. FAST 6900 VAN DORN ST. SUITE 21 PO BOX 6147 LINCOLN NE 68506-0147	DCA200-97-H-0037	21 NOV 96	B
CRUZ	1	CRUISEPHONE, INC. ATTN: JOHN A RASMUSSEN SUITE 1800 1100 PARK CENTRAL BLVD SOUTH POMPANO BEACH FL 33064-2211	DCA200-96-H-0004	11 JAN 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CS	1	CINCINNATI BELL ATTN: REGINALD MORRIS ROOM 1137, PO BOX 2301 201 E. FOURTH ST, BLDG 102-1180 CINCINNATI OH 45201-2301	DCA200 96 H 0043	03 APR 96	C
CSRT	1	CHEYENNE RIVER SIOUX TRIBE TELEPHONE AUTHORITY ATTN: J. D. WILLIAMS 100 MAIN STREET POST OFFICE BOX 810 EAGLE BUTTE SD 57625-0810	DCA200-97-H-0042	21 NOV 96	A
CSTC	1	CENTRAL SCOTT TELEPHONE COMPANY ATTN: MR. W. NORMAN HARVEY 125 NORTH SECOND STREET POST OFFICE BOX 260 ELDRIDGE IA 52748-0260	DCA200-96-H-0106	06 AUG 96	B
CSTE	1	CENTRAL STATE TELEPHONE COMPANY ATTN: MR. MICHAEL THIEL 106 NORTH VIRGINIA STREET POST OFFICE BOX 125 VESPER HI 54489-0125	DCA200-96-H-0008	26 JAN 96	B
CTCM	1	CENTURY TELEPHONE OF MICHIGAN, INC. P O BOX 658 4399 NORTH HURON ROAD PINCONNING MI 48650-0658	DCA200-93-H-0016	09 NOV 92	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CTCO	1	CAMERON TELEPHONE COMPANY ATTN: MS JANE CARLOCK POST OFFICE BOX 167 SULPHUR LA 70664-0167	DCA200-96-H-0114	13 AUG 96	B
CTEL	1	CENTURYTEL OF MINNESOTA, INC D/B/A CENTURYTEL ATTN: JAMES MURPHY 120 EAST MILWAUKEE STREET TOMAH WI 54660	DCA200-98-H-0007	30 SEP 98	C
CTGI	1	IXC CARRIER, INC. ATTN: MR. KEN F. HINTHER 1122 CAPITAL OF TEXAS HIGH AUSTIN TX 78746-6426	DCA200-96-H-0108	07 AUG 96	B
CTGS	1	CITIZENS TELECOMMUNICATIONS CO OF GOLDEN STATE D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT S CRUM 1150 MAIN STREET COLUSA CA 95932	DCA200-97-H-0070	21 NOV 96	C
CTID	1	CITIZENS TELECOMMUNICATIONS COMPANY OF GOLDEN STATE D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT CRUM 201 LENORA STREET POST OFFICE BOX 926 MCCALL ID 83638	DCA200-97-H-0066	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CTMI	1	CENTURY TELEPHONE MIDWEST, INC. ATTN: DOUG ALDEN P O BOX 96 CHESANING MI 48616-0096	DCA200-97-H-0061	21 NOV 96	C
CTMN	1	CONTEL OF MINNESOTA, INC. C/O GTE BUSINESS OPERATIONS & BILLING ATTN: MS ELOISE SHIRES MC - HQD 03C62 2200 WEST AIRFIELD DRIVE DALLAS/FT WORTH TX 75261-0000	DCA200-94-H-0009	20 JUN 94	C
CTMS	1	CITIZENS MOUNTAIN STATE TELEPHONE COMPANY D/B/A CITIZENS COMMUNICATIONS ATTN: JOSEPH J. SULLIVAN, III DEPOT STREET POST OFFICE BOX 40 MASON TOWN HV 26542	DCA200-97-H-0071	21 NOV 96	C
CTMT	1	CITIZENS TELECOMMUNICATIONS COMPANY OF GOLDEN STATE D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT CRUM 114 EAST FOURTH STREET LIBBY MT 59923	DCA200-97-H-0065	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CTNC	1	CAROLINA TELEPHONE & TELEGRAPH COMPANY D/B/A SPRINT ATTN: HERB HENDERSON 14111 CAPITAL BLVD. MAKE FOREST NC 27587-5900	DCA200-97-H-0059	21 NOV 96	C
CTNT	1	GREAT PLAINS COMMUNICATIONS, INC ATTN: MS. KATHY H. TRIPP 1636 FRONT STREET POST OFFICE BOX 500 BLAIR NE 68008-0500	DCA200-96-H-0115	13 AUG 96	B
CTNV	1	CITIZENS TELECOMMUNICATIONS CO OF NEVADA D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT S. CRUM 111 WEST FRONT STREET ELKO NV 89801	DCA200-97-H-0056	21 NOV 96	C
CTNY	1	CITIZENS TELECOMMUNICATIONS CO OF NY D/B/A CITIZENS COMMUNICATIONS ATTN: PETER N. EFREMKO ADMINISTRATIVE OFFICES HIGH RIDGE PARK STAMFORD CT 06905	INDCA200-97-H-0003	16 OCT 96	C
CTTU	1	CITIZENS TELECOMMUNICATIONS CO OF TUOLUMNE D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT S. CRUM 18619 PINE STREET TUOLUMNE CA 95379	TUOLUDCA200-97-H-0069	21 NOV 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CTUT	1	CITIZENS TELECOMMUNICATIONS COMPANY OF D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT CRUM 40 WEST 100 NORTH TREMONTON UT 84337	DCA200-97-H-0064	21 NOV 96	C
CU	1	CITIZENS UTILITIES CO. OF CALIFORNIA ATTN: RICHARD F. CHANDLER, DIR OF MKTG 1035 PLACER STREET PO BOX 496020 REDDING CA 96049-6020	DCA200-93-H-0040	17 SEP 93	C
CUCP	1	CITIZENS UTILITIES CO. OF PENNSYLVANIA ATTN: MR. ROBERT L. O'BRIEN, VP HIGH RIDGE PARK STAMFORD CT 06905	DCA200 92 H 0154	28 AUG 92	C
CNSD	1	COMSAT CORPORATION ATTN: INTERNATIONAL COMMUNICATIONS DIVI 6560 ROCK SPRING DRIVE BETHESDA MD 20817-1146	DCA200-96-H-0113	12 AUG 96	C
CNSD	2	COMSAT CORPORATION ATTN: MOBILE COMMUNICATIONS DIVISION 22300 COMSAT DRIVE CLARKSBURG MD 20871-9475	DCA200-96-H-0113	12 AUG 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CMSD	3	COMSAT CORPORATION ATTN: WORLD SYSTEMS DIVISION 6560 ROCK SPRING DRIVE BETHESDA MD 20817-1146	DCA200-96-H-0113	12 AUG 96	C
DAFT	1	DUNKIRK AND FREDONIA TELEPHONE CO ATTN: BRUCE PASCHKE, VP-FINANCE 40 TEMPLE STREET FREDONIA NY 14063-0209	DCA200-92-H-0076	25 FEB 92	C
DALT	1	DALTON TELEPHONE COMPANY INC ATTN: MR. LOWELL L. SHANSON 321 LESMAN STREET DALTON NE 69131-0037	DCA200-92-H-0011	18 OCT 91	B
DCRT	1	DAKOTA CENTRAL TELECOMMUNICATIONS ATTN: ROBERT A. HELL 630 5TH STREET NORTH CARRINGTON ND 58421-0299	COOPEDCA200 96-H-0091	10 JUL 96	B
DCI	1	DAKOTA COOP TELECOMMUNICATIONS, INC ATTN: THOMAS W. HERTZ EAST HIGHWAY 46 IRENE SD 57037-0066	DCA200 96 H 0067	22 MAY 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
DELL	1	DELL TELEPHONE COOPERATIVE, INC. ATTN: DALE L. FLACH 612 SOUTH MAIN STREET POST OFFICE BOX 678 DELL CITY TX 79837-0678	DCA200-96-H-0059	07 MAY 96	B
DEPO	1	DEPOSIT TELEPHONE COMPANY, INC. D/B/A TDS TELECOM ATTN: MR. PETER H. FEEHAN 87 FRONT STREET DEPOSIT NY 13754-0087	DCA200-96-H-0032	18 MAR 96	B
DLHI	1	DELHI TELEPHONE COMPANY, THE ATTN: MR. STEPHEN G. OLES 187 MAIN STREET DELHI NY 13753-0271	DCA200-96-H-0019	14 FEB 96	B
DRCI	1	DICKEY RURAL COMMUNICATIONS, INC. ATTN: ROGER L. JOHNSON HIGHWAY 281 NORTH POST OFFICE BOX 69 ELLENDALE ND 58436-0069	DCA200-97-H-0067	21 NOV 96	B
DS	1	BELL ATLANTIC - DELAWARE, INC. ATTN: MS. BEVERLY DEASY 901 FATNALL STREET WILMINGTON DE 19801	DCA200-97-H-0051	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
DSI	1	DEFENSE SYSTEMS, INC. ATTN: MR. R. DEAN FIERY 1249 FENWICK GARTH ARNOLD MD 21012	DCA200 92 H 0028	30 OCT 91	B
DTCI	1	DARIEN TELEPHONE CO, INC., THE ATTN: KEN JOHNSON 1011 NORTHWAY PO BOX 575 DARIEN GA 30305-0575	DCA200-97-H-0013	05 NOV 96	B
ELPC	1	EL PASO COUNTY TELEPHONE CO DBA US WEST COMMUNICATIONS, INC 480 PEYTON HIGHWAY COLORADO SPRGS CO 80930-9599	DCA200-90-H-0005	28 DEC 89	C
ELTR	1	ELECTRA LIMITED, INC. ATTN: MR. CRAIG S. BROOKS SUITE 302 4905 DEL RAY AVENUE BETHESDA MD 20814-2527	DCA200-96-H-0040	01 APR 96	B
ELYT	1	ELYRIA TEL CO 363 THIRD ST ELYRIA OH 44036-2033	DCA200 85 H 0093	24 JUL 85	B
EMER	1	EMERY COUNTY FARMERS UNION TEL ASSN, INDCA200 89 H 0036 P O BOX 629 150 S MAIN ST ORANGEVILLE UT 84537-4537		13 FEB 89	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ENMX	1	EASTERN NEW MEXICO RURAL TELEPHONE COOPERATIVE ATTN: FRANK DOTTE 7111 NORTH PRINCE STREET POST OFFICE DRAWER 1947 CLOVIS NM 88102-1947	DCA200-96-H-0102	22 JUL 96	B
EPOC	1	EPOCH NETWORKS, INC. ATTN: MR. KEITH PINTER 18201 VON KARMAN AVENUE 5TH FLOOR IRVINE CA 92612	DCA200-99-H-0006	27 SEP 99	B
ERST	1	EASTERN SLOPE RURAL TEL ASSOC INC ATTN: MS. LYNN FISHER 403 THIRD STREET POST OFFICE BOX 397 HUGO CO 80821-0397	DCA200 92 H 0003	11 OCT 91	B
ESAT	1	ESATEL COMMUNICATIONS, INC. ATTN: JACK REBMAN SUITE 430 4900 SEMINARY ROAD ALEXANDRIA VA 22311	DCA200-96-H-0101	18 JUL 96	A
ETE	1	ELLENSBURG TELEPHONE COMPANY ATTN: MR. A. F. EASTHAM JR, V PRES 305 NORTH RUBY STREET POST OFFICE BOX 308 ELLENSBURG WA 98926-0308	DCA200 92 H 0027	30 OCT 91	B
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SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
EVAN	1	EVANGELINE TELEPHONE COMPANY ATTN: NICK BOHMAN, VP 602 THEOPHILE VILLE PLATTE LA 70586-0216	DCA200 93 H 0017	09 NOV 92	C
EVEC	1	CENTURYTEL OF EAGLE, INC. D/B/A CENTURYTEL ATTN: M. H. SIMPSON 805 BROADWAY P.O. BOX 3901 VANCOUVER WA 98668-8701	DCA200 96 H 0018	13 FEB 96	C
FARM	1	FARMER TELEPHONE COOP, INC PO BOX 588 KINGSTREE SC 29556-0588	DCA200 89 H 0033	13 FEB 89	B
FBTC	1	FORT BEND TELEPHONE COMPANY ATTN: MR. DOYLE G. CALLENDER 2812 AVENUE G POST OFFICE BOX 1127 ROSENBERG TX 77471-1127	DCA200-91-H-0026	30 SEP 91	B
FOOT	1	FOOTHILLS RURAL TEL COOP CORP, INC ATTN: PAUL E. PRESTON 163 KENTUCKY RT 40 WEST POST OFFICE BOX 240 STAFFORDSVILLE KY 41256-9050	DCA200-96-H-0118	15 AUG 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GALR	1	GALLATIN RIVER COMMUNICATIONS, L.L.P. ATTN: MR. PHILIP FELICE 2720 RIVER ROAD, SUITE 248 DES PLAINES IL 60018	DCA200-99-H-0001	01 NOV 98	B
GBTC	1	GOLDEN BELT TEL ASSN, INC THE ATTN: MR. DAN MALBY, OFFICE MGR PO BOX 229 RUSH CENTER KS 67575-0229	DCA200 92 H 0021	30 OCT 91	B
GCI	1	GENERAL COMMUNICATIONS, INC ATTN: MS. NANCY SNYDER 2550 DENALI ST, SUITE 1100 ANCHORAGE AK 99503-2781	DCA200 85 H 0028	16 MAY 85	B
GCTC	1	GRIGGS COUNTY TELEPHONE COMPANY ATTN: RAY BROWN 902 LENHAM AVENUE, SE POST OFFICE BOX 506 COOPERSTOWN ND 58425-0506	DCA200-96-H-0095	15 JUL 96	B
GEZ	1	GTE FLORIDA INCORPORATED ATTN: R. L. BENNETT MC 1301-628 1907 US HIGHWAY 301 NORTH TAMPA FL 33619-2639	DCA200-97-H-0028	15 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GFTC	1	GULF TELEPHONE COMPANY ATTN: MR. JOHN H. VAUGH 115 WEST DREH STREET POST OFFICE BOX 1120 PERRY FL 32347-1120	DCA200 96 H 0058	24 APR 96	B
GGSI	1	GST GOVERNMENT SYSTEMS, INC. ATTN: PAT EDWARDS 4317 NORTH EAST THURSTON W VANCOUVER WA 98662	DCA200-97-H-0062	21 NOV 96	B
GITC	1	GERMANTOWN INDEPENDENT TEL CO P O BOX 157 32-36 NORTH PLUM ST GERMANTOWN OH 45327-0157	DCA200 85 H 0023	06 MAY 85	B
GLSA	1	GLS ASSOCIATES, INC. ATTN: CHRISTOPHER J. SENTIMORE SUITE 6118 11 CANAL CENTER PLAZA ALEXANDRIA VA 22314-1595	DCA200-96-H-0082	20 JUN 96	A
GLST	1	TELEPHONE UTILITIES OF THE NORTHLAND, IDCA200-97-H-0041 ATTN: BERNADETTE MURRAY 3940 ARCTIC BLVD ANCHORAGE AK 99503-5711		21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GLTI	1	GREAT LAKES TELECOM INC. 17520 W. 12 MILE ROAD, #20 SOUTHFIELD MI 48076	DCA200-86-H-0018	20 NOV 85	A
GORT	1	GORHAM TELEPHONE COMPANY ATTN: MR. JOHN L. MURPHY 105 EAST HIGHWAY 40 GORHAM KS 67640-0235	DCA200 92-H-0015	22 OCT 91	B
GRMT	1	GRAND RIVER MUTUAL TEL CORP ATTN: GERRY HOLMAN, TARIFFS & ACCESS COO 1001 KENTUCKY STREET PRINCETON MO 64673-1074	DCA200 92 H 0131	12 JUN 92	B
GSOT	1	GTE SOUTHWEST INCORPORATED ATTN: MS. ELOISE SHIRES, SR APPLIC SPEC 8550 ESTERS BLVD IRVING TX 75063-2205	DCA200-92-H-0068	24 FEB 92	C
GSTI	1	GRANITE STATE TELEPHONE, INC. ATTN: BARBARA A. RAND 600 SOUTH STARK HIGHWAY POST OFFICE BOX 87 WEARE NH 03281-0087	DCA200-96-H-0117	14 AUG 96	B
GTA	1	GUAM TELEPHONE AUTHORITY ATTN: MR. VINCENTE N CAMACHO POST OFFICE BOX 9008 TAMUNING GU 96931	DCA200-90-H-0015	18 OCT 90	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GTAR	1	GTE ARKANSAS, INC. ATTN: DIANA C. ROBINSON 700 HIDDEN RIDGE, MAIL STO POST OFFICE BOX 152092 IRVING TX 75015-2092	DCA200-97-H-0079	25 MAR 97	C
GTCO	1	GULF TELEPHONE COMPANY ALABAMA CORP ATTN: ROBERT L. MACKEY JR. 100 WEST LAUREL POST OFFICE DRAWER 670 FOLEY AL 36536-0670	DCA200-96-H-0098	17 JUL 96	B
GTEA	1	GTE AIRFONE INCORPORATED ATTN: MARY THRASHER 2809 BUTTERFIELD ROAD POST OFFICE BOX 9000 OAK BROOK IL 60522-9000	DCA200-96-H-0103	05 AUG 96	C
GTEC	1	GTE COMMUNICATIONS CORP ATTN: R. L. BENNETT MC FLCT-620 1907 US HIGHWAY 301 NORTH TAMPA FL 33619-2639	DCA200-97-H-0027	15 NOV 96	C
GTEL	1	GTEL 2801 TOMNSGATE ROAD MC-CAM2888 THOUSAND OAKS CA 91361	DCA200-97-H-0008	17 OCT 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GTEN	1	GTE SPACENET CORPORATION ATTN: MS. DOROTHY H. PINES 1700 OLD MEADOW ROAD MCLEAN VA 22102	DCA200-92-H-0008	15 OCT 91	C
GTES	1	GTE TELECOM INC GOVERNMENT SYSTEMS - NSI ATTN: MS. SUZANNE W. GERHART 1450 ACADEMY PARK LOOP COLORADO SPRINGS CO 80910-3725	DCA200-92-H-0001	01 OCT 91	C
GTMD	1	GTE MIDWEST, INC. ATTN: DIANA C. ROBINSON 700 HIDDEN RIDGE, MAIL STO POST OFFICE BOX 152092 IRVING TX 75015-2092	DCA200-97-H-0081	27 MAR 97	C
GTNO	1	GTE NORTH INCORPORATED ATTN: DIANA C. ROBINSON 700 HIDDEN RIDGE, MAIL STO POST OFFICE BOX 152092 IRVING TX 75015-2092	DCA200-97-H-0080	26 MAR 97	C
GTS	1	GTE CALIFORNIA INCORPORATED ATTN: MARK HORNITZ 2801 TOMNSGATE ROAD THOUSAND OAKS CA 91361	DCA200-97-H-0010	01 NOV 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GTSC	1	GTE SERVICE CORPORATION ATTN: MS. ERNIE GORMSEN SUITE 1200 1850 "N" STREET, NW WASHINGTON, DC 20036-5803	DCA200-97-H-0063	21 NOV 96	C
GTSE	1	GTE SOUTH, INCORPORATED ATTN: R. L. BENNETT, MC 1907 US HIGHWAY 301, NORTH TAMPA FL 33619-2639	DCA200 92 H 0136	30 JUN 92	C
GTT	1	GTE NORTHWEST INCORPORATED ATTN: TRUDIE WILEY, ACCOUNT REP./CAM33T 3200 WILLOW LANE THOUSAND OAKS CA 91361-4921	DCA200 92 H 0074	25 FEB 92	C
GTTI	1	GTE TELECOM INTERNATIONAL INCORPORATED ATTN: MARCUS A. STALEY SUITE 300 1450 ACADEMY PARK LOOP COLORADO SPRINGS CO 80910-3753	DCA200-96-H-0003	08 NOV 95	C
GWSI	1	GOLDEN WEST COMMUNICATIONS, INC. ATTN: DAVID LAFFEE 410 CROWN STREET POS. OFFICE BOX 411 WALL SD 57790-0411	DCA200-97-H-0072	27 NOV 96	B
GWTC	1	GOLDEN WEST TEL CO-OP, INC 410 CROWN STREET WALL SD 57790	DCA200 85 H 0040	07 JUN 85	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HADZ	1	GTE HAWAIIAN TELEPHONE COMPANY, INC. ATTN: EARL M. KANEHIRA 1177 BISHOP STREET PO BOX 2200 MC-A9 HONOLULU HI 96841-0001	DCA200 96 H 0047	05 APR 96	C
HARA	1	HAVILAND TEL CO, INC BOX 300 106 N MAIN HAVILAND KS 67059	DCA200 85 H 0035	30 MAY 85	B
HARG	1	HARGRAY TELEPHONE CO, INC P O BOX 2000 HILTON HEAD SC 29938-2000	DCA200 80 H 0026	18 JUN 80	B
HARN	1	HARNEY TELEPHONE SERVICE ATTN: ELDEN WEEDEE 546 N BROADWAY BURNS OR 97720	DCA200 87 H 0008	09 FEB 87	B
HEIN	1	HEINS TELEPHONE CO PO BOX 1209 106 GORDON ST SANFORD NC 27330-1209	DCA200 88 H 0013	10 MAR 88	B
HOME	1	HOME TELEPHONE CO, THE ATTN: SCOTT W. COHAN, GEN MGR 112 FIRST AVENUE NW POST OFFICE BOX 198 GRAND MEADOW MN 55936-0158	DCA200 92 H 0090	03 MAR 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HOOP	1	HOOPER TELEPHONE COMPANY ATTN: DAVE NILLES 101 NORTH ELM STREET POST OFFICE BOX 47 HOOPER NE 68031-0047	DCA200-96-H-0109	08 AUG 96	B
HORR	1	HORRY TELEPHONE COOPERATIVE, INC. ATTN: MS. ISLA MAE SPIVEY 3480 HIGHWAY 701 NORTH CONWAY SC 29526	DCA200-92-H-0042	03 DEC 91	B
HOTC	1	CENTURYTEL OF NORTH MISSISSIPPI, INC. ATTN: HARLIN HAMES VP 7045 COCHRAN STREET OLIVE BRANCH MS 38654	DCA200 93 H 0010	23 OCT 92	C
HOTT	1	HOME TELEPHONE COMPANY, INC ATTN: COLLEEN S. FINCH 200 TRAM STREET POST OFFICE BOX 1194 MONCK'S CORNER SC 29461-1194	DCA200-96-H-0083	21 JUN 96	B
HTC	1	HART TELEPHONE COMPANY ATTN: MS. JUDY BRIDGES 196 NORTH FOREST AVENUE POST OFFICE BOX 388 HARTWELL GA 30643	DCA200-90-H-0014	25 SEP 90	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HUGH	1	HUGHES GLOBAL SERVICES, INC. ATTN: SHERYL ROTHANS SUITE 2222 222 NORTH SEPULVEDA BLVD EL SEGUNDO CA 90245-4353	DCA200-98-H-0008	30 SEP 98	C
HUTC	1	HUMPHREYS COUNTY TELEPHONE CO ATTN: MR. BERNARD ARNOLD RURAL ROUTE 1 BOX 1 203 LONG STREET NEM JOHNSONVILLE TN 37134	DCA200-92-H-0013	18 OCT 91	B
IACL	1	INTERNATIONAL AERADIO (CARIBBEAN) LIMITED PO BOX 1252, PORT OF SPAIN 66 PEMROKE ST TRINIDAD TD	DCA200 85 H 0099	29 JUL 85	L
IB	1	INDIANA BELL TEL CO, INC D/B/A AMERTTECH ATTN: RICK CHAPMAN 220 W MERIDIAN ST, RM 800 INDIANAPOLIS IN 46204-1983	DCA200-96-H-0045	04 APR 96	C
ICC	1	INSTITUTIONAL COMMUNICATIONS CO., INC. D/B/A METROPOLITAN FIBER SYSTEMS-ICC ATTN: EDWARD M. STAUNTON SUITE 500 8100 BOONE BOULEVARD VIENNA VA 22182-2642	DCA200 96 H 0071	05 JUN 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ICFM	1	UNITED TEL CO OF FL D/B/A SPRINT ATTN: MR. ROBERT E. KING, GEN MGR PO BOX 5000 ALTAMONTE SPRINGS FL 32716-5000	DCA200 92 H 0153	24 AUG 92	C
IDCC	1	INTERDIGITAL COMMUNICATIONS CORPORATION ATTN: MR. GEORGE H. BOLLING, REGIONAL V 6701 DEMOCRACY BOULEVARD BETHESDA MD 20817-1574	DCA200-93-H-0024	08 JAN 93	B
IL	1	ILLINOIS BELL TEL CO D/B/A AMERITECH ATTN: MARTY BARNICLE FLOOR 23C 225 WEST RANDOLPH CHICAGO IL 60606	DCA200 85 H 0064	09 JUL 85	C
ILCA	1	ILLINOIS CONSOLIDATED TELEPHONE COMPANY ATTN: KEN HARRINGTON 121 SOUTH 17TH STREET MATTSON IL 61938	DCA200 96 H 0064	20 MAY 96	B
IMTC	1	UNITED TELEPHONE SOUTHEAST, INC. ATTN: DWANE NIELSON 112 SIXTH STREET BRISTOL TN 37620	DCA200-97-H-0060	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
INDT	1	INDUSTRY TEL CO ATTN: C. GAVLEN ACKLEY HIGHWAY 159 WEST POST OFFICE BOX 40 INDUSTRY TX 78944-0040	DCA200 96 H 0070	04 JUN 96	B
INMA	1	INTER-COMMUNITY TELEPHONE CO ATTN: KEITH ANDERSEN WEST MAIN STREET POST OFFICE BOX A NOME ND 58062-0088	DCA200 96 H 0092	11 JUL 96	B
INRA	1	INTERSTATE TELEPHONE COMPANY ATTN: ROBERT W. NYSHAMER 1239 O. G. SKINNER DRIVE POST OFFICE BOX 510 WEST POINT GA 31833-0510	DCA200-96-H-0050	09 APR 96	B
INTC	1	INTERSTATE TELECOMMUNICATIONS COOP, INC ATTN: MR. DEAN E. ANDERSON, GM 406 FOURTH AVENUE SOUTH POST OFFICE BOX 920 CLEAR LAKE SD 57226	INC DCA200-96-H-0107	07 AUG 96	B
ISCI	1	INFORMATION SYSTEMS & COMMUNICATIONS, IDCA ATTN: ELIZABETH R. FOWLES SUITE 101 11240 MAPLES MILL ROAD FAIRFAX VA 22030-6041	IDCA200-96-H-0022	08 MAR 96	A

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ITBT	1	INTERBELL TEL CO-OP, INC ATTN: MIKE GORDAN 300 DEWEY AVE P.O. BOX 648 EUREKA MT 59917	DCA200 85 H 0051	20 JUN 85	B
ITCI	1	INTERIOR TEL CO. INC D/B/A TELALASKA 2121 ABBOTT ROAD ANCHORAGE AK 99507-4622	DCA200 79 H 049	11 DEC 78	B
ITEO	1	IT&E OVERSEAS, INC. ATTN: JOSEPH J. PEREZ POST OFFICE BOX 24881 GUAM MAIN FACILITY GU 96921-4881	DCA200-96-H-0100	18 JUL 96	A
ITTH	1	WORLD COMMUNICATIONS, INC. ATTN: MS. MARIANNE SWINDLER SUITE 660 1828 L STREET, N.W. WASHINGTON DC 20036	DCA200 80 H 0008	31 DEC 79	C
JAAA	1	ALLTEL NEW YORK, INC ATTN: RICHARD E. STAHL SMITH 291 EAST FOURTH STREET POST OFFICE BOX 850 JAMESTOWN NY 14702-0850	DCA200-97-H-0040	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
JAYC	1	JAMES VALLEY COOPERATIVE TELEPHONE ATTN: ROBERT A. JOHNSON 225 FIRST AVENUE EAST POST OFFICE BOX 260 GROTON SD 57445-0260	COMP DCA200-96-H-0029	13 MAR 96	B
JBN	1	JBN TELEPHONE CO., INC. ATTN: ROBERT CARSON, GEN MGR POST OFFICE BOX AE WETMORE KS 66550-0130	DCA200 85 H 0062	08 JUN 85	B
JUFZ	1	TELEPHONE UTILITIES OF ALASKA, INC. D/B/A PTI COMMUNICATIONS P.O. BOX 9901 VANCOUVER WA 98668-8701	DCA200 85 H 0111	02 AUG 85	C
KANO	1	KANOKLA TELEPHONE ASSOCIATION, INC. ATTN: GREG ALDRICH PO BOX 111 100 KANOKLA AVE CALDWELL KS 67022-0111	DCA200-97-H-0023	15 NOV 96	B
KEDZ	1	CITY OF KETCHIKAN DBA KETCHIKAN PUBLIC UTILITIES 334 FRONT STREET KETCHIKAN AK 99901-6431	DCA200 85 H 0092	23 JUL 85	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
KMCT	1	KMC TELECOM, INC. ATTN: SCOTT BRODEY, JR. 994 EXPLORER BOULEVARD HUNTSVILLE AL 35806-2822	DCA200-97-H-0068	21 NOV 96	B	
LAFR	1	LAFOURCHE TELEPHONE COMPANY, INC. ATTN: MR. PAT BRADY 112 WEST TENTH STREET POST OFFICE BOX 188 LAROSE LA 70373-0188	DCA200-97-H-0073	13 DEC 96	B	
LAKE	1	LAKEDALE TELEPHONE COMPANY ATTN: JOHN M. BISHOP, PRESIDENT 9938 STATE HWY 55 NW POST OFFICE BOX 340 ANNANDALE MN 55302-0340	DCA200 92 H 0145	28 JUL 92	B	
LATI	1	LOCAL AREA TELECOMMUNICATIONS INC SUITE 1995 17 BATTERY PLACE NEW YORK NY 10004-1256	DCA200 87 H 0018	06 MAY 87	B	
LCTS	1	LINCOLN COUNTY TEL SYSTEM, INC ATTN: JOHN W. CHRISTIAN, PRESIDENT P.O. BOX 150 PIOCHE NV 89043-0150	DCA200-97-H-0047	21 NOV 96	B	

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
LCN	1	CENTURY TEL OF WISCONSIN, INC ATTN: MR. TIM HALL, VP 5TH & N J STREETS POST OFFICE BOX 4800 LACROSSE WI 54602-4800	DCA200 92 H 0113	04 JUN 92	C	
LDSH	1	GOVERNMENT COMMUNICATIONS, INC ATTN: JOSEPH J DEPETRO 120 HOWARD STREET SAN FRANCISCO CA 94105	DCA200-97-H-0044	21 NOV 96	B	
LDXN	1	WILTEL INC ATTN: BONNIE JOHNSON/SALES 15450 SOUTH OUTER 40 RD PO BOX 1074 CHESTERFIELD MO 63006-1074	DCA200 85 H 0030	28 MAY 85	C	
LHTC	1	LAUREL HIGHLAND TELEPHONE CO ATTN: MR. J. PAUL KALP, PRES POST OFFICE BOX 168 STAHLSTOWN PA 15687-0168	DCA200-92-H-0054	02 JAN 92	B	
LII	1	LIGHTCOM INTERNATIONAL INCORPORATED ATTN: MR. FRANK GOMEZ SUITE 300 1023 15TH STREET NW WASHINGTON DC 20005-2600	DCA200-97-H-0024	15 NOV 96	A	

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
LITC	1	LIVINGSTON TELEPHONE COMPANY ATTN: MR. TROY RIPPY 581 NORTH HOUSTON LIVINGSTON TX 77351	DCA200 86 H 0048	06 MAY 86	B
LITL	1	LITEL TELECOM CORP 200 OLD WILSON BRIDGE ROAD WORTHINGTON OH 43085	DCA200 85 H 0022	01 MAY 85	B
LMHI	1	CENTURY TELEPHONE OF IDAHO, INC. P.O. BOX 4065 MONROE LA 71211-4065	DCA200 86 H 0044	28 MAR 86	C
LNET	1	WIG-EAST, INC. ATTN: MR. RALPH MYERS 600 EAST JEFFERSON STREET ROCKVILLE MD 20852	DCA200 87 H 0015	27 MAR 87	C
LRTC	1	CENTURY TELEPHONE OF LARSEN-READFIELD, ATTN: MR TIM HALL 5027 STATE ROAD 150 LARSEN WI 54947	DCA200-97-H-0045	21 NOV 96	C
LTLN	1	ALANT COMMUNICATIONS CO. ATTN: JAMES W. STRAND 1440 N STREET POST OFFICE BOX 81309 LINCOLN NE 68501-1309	DCA200-92-H-0128	05 JUN 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
LUCT	1	LUCENT TECHNOLOGIES, INC. ATTN: JOAN SPRUILL 14TH FLOOR 8403 COLESVILLE ROAD SILVER SPRING MD 20910-3314	DCA200-96-H-0068	04 JUN 96	C
LVTC	1	LEMONHEUR VALLEY TELEPHONE COMPANY ATTN: PAUL D. BERG 122 MAIN STREET POST OFFICE BOX 267 CAMP DOUGLAS HI 54618-0267	DCA200-96-H-0093	12 JUL 96	B
MAJA	1	MALHEUR HOME TELEPHONE CO, INC P O BOX 249 225 S W 2ND STREET ONTARIO OR 97914-0249	DCA200-90-H-0001	19 DEC 89	C
MANT	1	MANTI TELEPHONE COMPANY ATTN: MORLIN E. COX 40 WEST UNION MANTI UT 84642-1356	DCA200-96-H-0031	14 MAR 96	C
MAQZ	1	MATANUSKA TEL ASSOC, INC 1740 SOUTH CHUGACH PALMER AK 99645-6796	DCA200 85 H 0052	20 JUN 85	B
MARS	1	MARSETLLES TELEPHONE COMPANY ATTN: MR GLENN E. RAUH, PRESIDENT PO BOX 837 METAMORA IL 61548-0837	DCA200 92 H 0150	12 AUG 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MB	1	MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERITECH ATTN: MR. ROBERT E. GRIFFITH, ADMIN. 16025 NORTHLAND DRIVE SOUTHFIELD MI 48075	DCA200 92 H 0059	06 JAN 92	C
MCCA	1	MCCAM CELLULAR COMMUNICATIONS, INC. D/B/A AT&T WIRELESS ATTN: SAMUEL LLOYD, DIR OF GOVT SERV SUITE 800 2020 K STREET N.W. WASHINGTON DC 20006	DCA200-92-H-0096	02 MAR 92	C
MCII	1	MCI INTERNATIONAL INC. D/B/A MCI WORLDCOM ATTN: TRACY D. HUGHES 8200 GREENSBORO DRIVE MCLEAN VA 22102	DCA200-96-H-0044	04 APR 96	C
MCIT	1	MCI TELECOMMUNICATIONS CORPORATION ATTN: TRACY HUGHES GOVT SYS CONTRACTS 1200 SOUTH HAYES STREET ARLINGTON VA 22202	DCA200 92 H 0104	27 MAR 92	C
MCM	1	MANKATO CITIZENS TEL CO ATTN: 221 E. HICKORY P.O. BOX 3248 MANKATO MN 56002-3248	DCA200 85 H 0069	10 JUL 85	B

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MDNY	1	MIDWAY TELEPHONE COMPANY ATTN: STAN CARBAUGH 202 EAST OGDEN STREET POST OFFICE BOX 240 MEDFORD WI 54451-0240	DCA200-97-H-0021	15 NOV 96	C
MFSI	1	METROPOLITAN FIBER SYSTEMS INTERNATIONAL ATTN: CAROLYN JOLLY SUITE 210 3060 WILLIAMS DRIVE FAIRFAX VA 22031	DCA200-96-H-0088	02 JUL 96	C
MHOT	1	MOUNTAIN HOME TEL CO, INC P O BOX 4065 MONROE LA 71211-4065	DCA200 85 H 0082	18 JUL 85	C
MICR	1	MICRONESIAN TELECOMMUNICATIONS CORP. ATTN: CLAUD M. PRUFER, MGR-CONTRACT ADM POST OFFICE BOX 2200 HONOLULU HI 96841	DCA200-92-H-0101	02 MAR 92	C
MIDM	1	ALLTEL PENNSYLVANIA, INC ATTN: MR. DAVID L. THOMAS 201 NORTH JEFFERSON STREET POST OFFICE BOX 300 KITTTANNING PA 16201-0300	DCA200-96-H-0105	06 AUG 96	C
MILT	1	MILLINGTON TELEPHONE CO, INC ATTN: DAVID ESPINOZA 4880 NAVY ROAD P O DRAMER 429 MILLINGTON TN 38053-0429	DCA200-96-H-0023	09 MAR 96	B

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(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MIMI	1	ALLTEL MICHIGAN, INC ATTN: CABS C/O AMERITRUST COMPANY P. O. BOX 70499 CLEVELAND OH 44190	DCA200 86 H 0036	04 FEB 86	C
MINF	1	MINFORD TELEPHONE COMPANY ATTN: DARREL E. POITS, MGR POST OFFICE BOX 181 MINFORD OH 45653	DCA200 92 H 0075	25 FEB 92	B
MISS	1	SOUTHEAST MISSISSIPPI TEL COMPANY D/B/A TDS TELECOM ATTN: ALVIA BLANKINSHIP 1801 SOUTH DAVIS ST P O BOX 429 LEAKESVILLE MS 39451-0429	DCA200 86 H 0038	12 FEB 86	B
MKLK	1	MUKLUK TELEPHONE COMPANY, INC. D/B/A TELASKA 2121 ABBOTT ROAD ANCHORAGE AK 99507-4622	DCA200-86-H-0032	28 JAN 86	B
MKT	1	CENTRAL TELEPHONE COMPANY OF TX D/B/A SPRINT ATTN: HAROLD H MILLER 603 NORTH EIGHTH STREET POST OFFICE BOX 1150 KILLEEN TX 76540-1150	DCA200 92-H-0077	25 FEB 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MMC	1	MARTIN MARIETTA CORP ATTN: MR GUSTAV R. HUBERT, DIR-CONTRACT POST OFFICE BOX 590385 ORLANDO FL 32859-0385	DCA200-92-H-0121	05 JUN 92	C
MMTC	1	WESTERN N.M. TELEPHONE CO INC ATTN: JACK L BENTLEY 314 WEST YANKEE SILVER CITY NM 88062-3079	DCA200 96 H 0025	09 MAR 96	B
MNRO	1	FRONTIER COMMUNICATIONS OF ALABAMA, INC ATTN: MR. RICHARD BURGESS 210 SOUTH ALABAMA AVE MONROEVILLE AL 36460-1896	INCDCA200 92 H 0053	30 DEC 91	B
MONC	1	NON-CRE TEL COOP, INC MAIN STREET P O BOX 125 RAMER AL 36069-0125	DCA200 89 H 0044	27 MAR 89	B
MORZ	1	CENTURY TELEPHONE OF WISCONSIN, INC. ATTN: TIM HALL 2610 EAST AVENUE SOUTH POST OFFICE BOX 4800 LACROSSE WI 54602-4800	DCA200-97-H-0046	21 NOV 96	C
MPSI	1	METROMEDIA PAGING SERVICES, INC. 323 RANDA STREET SALINAS CA 93902	DCA200-92-H-0147	03 AUG 92	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MRCM	1	MID-RIVERS TEL COOP, INC ATTN: MR. GERRY ANDERSON 186 SECOND AVENUE SOUTH POST OFFICE BOX 280 CIRCLE MT 59215-0280	DCA200-96-H-0027	12 MAR 96	B
MS	1	US WEST COMMUNICATIONS, INC ATTN: DENISE DELANEY SUITE 600 188 INVERNESS DRIVE WEST ENGLEWOOD CO 80112	DCA200-90-H-0002	19 DEC 89	C
MSNE	1	MOSINEE TELEPHONE COMPANY, THE ATTN: MARY KNOEDLER 419 FOURTH STREET MOSINEE WI 54455	DCA200-96-H-0030	13 MAR 96	B
MTC	1	MUSTANG TELEPHONE COMPANY PO BOX 4065 MONROE LA 71211-4065	DCA200-93-H-0015	04 NOV 92	B
MTI	1	MOBILE TELESYSTEMS, INC. ATTN: JAMES J. KATSOS, MGR-US GOVT SALE 300 PROFESSIONAL DRIVE GAITHERSBURG MD 20879-3419	DCA200-92-H-0155	10 SEP 92	C
HTTC	1	METAMORA TELEPHONE CO ATTN: GLENN E. RAUH, PRESIDENT 220 N MENARD ST METAMORA IL 61548-0837	DCA200-92-H-0149	06 AUG 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MUDL	1	MUD LAKE TELEPHONE COOPERATIVE ASSOCIATION INC. ATTN: MR. FLOYD WHITE P. O. BOX 235 DUBOIS ID 83423	DCA200-89-H-0065	17 NOV 89	C
MUEN	1	MUENSTER TELEPHONE CORPORATION OF TEXAS ATTN: ALVIN M FUHRMAN 205 NORTH WALNUT STREET POST OFFICE BOX 587 MUENSTER TX 76252-2767	DCA200-97-H-0036	21 NOV 96	B
MURD	1	ARMSTRONG TELEPHONE CO US RT #304 P O BOX R CLINTON PA 15026-0418	DCA200-85-H-0065	09 JUL 85	B
NASM	1	NORTHERN TEL COOPERATIVE, INC 121 WEST FIRST STREET, N P O BOX 190 SUNBURST MT 59482	DCA200-89-H-0012	24 JAN 89	B
NATU	1	ALASKA TELEPHONE COMPANY ATTN: MIKE GARRETT 191 OTTO STREET PORT TOWNSEND WA 98368-0222	DCA200-96-H-0085	25 JUN 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NCTC	1	WEBSTER-CALHOUN COOPERATIVE ATTN: DARYL CARLSON 1004 MARKET STREET POST OFFICE BOX 475 GOWRIE IA 50543-0475	DCA200-96-H-0011	05 FEB 96	B
NCTY	1	NORTH COUNTRY TELEPHONE, INC. ATTN: MICHAEL GARRETT POST OFFICE BOX 222 PORT TOWNSEND HA 98368-0222	DCA200-97-H-0087	05 AUG 97	B
NDTA	1	NORTH DAKOTA TELEPHONE COMPANY ATTN: DAVE DIRCKS 802 SOUTH FIFTH STREET POST OFFICE BOX 180 DEVILS LAKE ND 58301-0180	DCA200 96 H 0062	16 MAY 96	B
NE	1	NEW ENGLAND TELEPHONE CO D/B/A NYNEX D/B/A FOL BELL ATLANTIC COMPANIES, NEW ATTN: -RHODE ISLAND, -MASSACHUSETTS, -V 185 FRANKLIN SUITE 1510 BOSTON MA 02110-1585	DCA200-91-H-0003	08 JAN 91	C
NEBC	1	NEBRASKA CENTRAL TELEPHONE COMPANY ATTN: ANDY JADER 22 LA BARRE STREET POST OFFICE BOX 700 GIBBON NE 68840-0700	DCA200-97-H-0085	09 JUL 97	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NEDC	1	STATE OF NEBRASKA DAS DIVISION OF COMMUNICATIONS SUITE 300 521 SOUTH 14TH STREET LINCOLN NE 68508-2707	DCA200-88-H-0015	05 APR 88	Z
NEPT	1	THE NORTH-EASTERN PENNSYLVANIA TELEPHONDCA200 96 H 0013 ATTN: MR. DONALD B. TODD 720 MAIN STREET POST OFFICE BOX D FOREST CITY PA 18421-0150		07 FEB 96	B
NEVA	1	ALLTEL OHIO, INC ATTN: DENNIS R. MERVIS 50 EXECUTIVE PARKWAY HUDSON OH 44236	DCA200-96-H-0048	05 APR 96	C
NEHM	1	NEMONT TELEPHONE COOPERATIVE, INC. ATTN: RICHARD THRONSON HIGHWAY 13 SOUTH POST OFFICE BOX 600 SCOBEE MT 59263-0600	DCA200 96 H 0016	09 FEB 96	B
NEHP	1	NEWPORT TELEPHONE COMPANY, INC. ATTN: MR. HARLEY W. RUPPERT BRIDGE STREET NEWPORT NY 13416-0201	DCA200-93-H-0007	20 OCT 92	B
NISI	1	NORTHWEST IOWA TEL CO 204 FOURTH STREET SERGEANT BLUFF IA 51054	DCA200 86 H 0050	01 MAY 86	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NJ	1	BELL ATLANTIC - NEW JERSEY, INC. ATTN: MR. TOM MCCUE 777 PARKWAY AVENUE TRENTON NJ 08618	DCA200-97-H-0053	21 NOV 96	C
NMEX	1	STATE OF NEW MEXICO DEPT OF CSB/RSD/RADIO COMMUNICATIONS ATTN: JOHN DAWSON P O BOX 5393 SANTA FE NM 87502-5393	DCA200-96-H-0009	30 JAN 96	Z
NODZ	1	ALLTEL FLORIDA, INC 206 WHITE AVENUE, S.E. POST OFFICE BOX 550 LIVE OAK FL 32060-0550	DCA200 85 H 0066	10 JUL 85	C
NOJC	1	NORTH-WEST TELEPHONE COMPANY D/B/A D/B/A CENTURYTEL ATTN: KEN SPRAIN 120 EAST MILWAUKEE ROAD POST OFFICE BOX 349 TOMAH WI 54660-0349	DCA200-97-H-0020	15 NOV 96	C
NSPC	1	SRT COMMUNICATIONS, INC. ATTN: WARREN C. HIGHT 3615 NORTH BROADWAY POST OFFICE BOX 2027 MINOT ND 58702-2027	DCA200 96 H 0097	16 JUL 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NTAI	1	NATIONAL TELECOMMUNICATIONS ALLIANCE, IDCA200-97-H-0075 ATTN: HARRY UNDERHILL SUITE 700 2101 L STREET, NW WASHINGTON DC 20037	IDCA200-97-H-0075	17 DEC 96	C
NTON	1	NEVADA TELEPHONE AND TELEGRAPH CO ATTN: MS. DANN STEHART, ICSC SERVICE RE SUITE 400 2121 NORTH CALIFORNIA BLVD WALNUT CREEK CA 94596	DCA200 92 H 0134	25 JUN 92	C
NTSC	1	NTS COMMUNICATIONS, INC. ATTN: CARY COLLINS SUITE 600 1220 BROADWAY LUBBOCK TX 79401-3201	DCA200-96-H-0089	08 JUL 96	B
NURT	1	NEW ULM TELECOM, INC. ATTN: BILL OTIS 400 NORTH SECOND STREET POST OFFICE BOX 697 NEW ULM MN 56073-0697	DCA200-95-H-0006	28 MAR 95	B
NUSH	1	NUSHAGAK TELE COOP, INC PO BOX 350 DILLINGHAM AK 99576	DCA200-89-H-0018	27 JAN 89	B
NHMA	1	NORTHWEST COMMUNICATIONS COOP P O BOX 38 RAY ND 58849-0038	DCA200 80 H 046	11 AUG 80	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NY	1	NEW YORK TELEPHONE CO. D/B/A NYNEX NEW YORK, BELLS ATLANTIC-CONNECTICUT ATTN: NY ATTN: GOV SALES ROOM 1820 1095 AVENUE OF THE AMERICAS NEW YORK NY 10036	DCA200 78 H 0018	01 SEP 78	C
OB	1	OHIO BELL TELEPHONE COMPANY D/B/A AMERITECH ATTN: WILLIAM CERMAK ROOM 1600 45 ERLIEN PLAZA CLEVELAND OH 44114-1824	DCA200-97-H-0074	16 DEC 96	C
OBC	1	OHIO BELL COMMUNICATIONS ATTN: THAIS REIFF, ACCOUNT MANAGER 701 CROSSROADS COURT VANDALIA OH 45377-9675	DCA200-92-H-0064	24 FEB 92	C
OGAR	1	O'GARA SATELLITE SYSTEMS, INC. ATTN: MR. JACK LEMMERMAN, SALES MANAGER 1 BRANDYWINE DRIVE DEER PARK NY 11729	DCA200-99-H-0003	15 APR 99	B
OKCS	1	OKLAHOMA COMMUNICATION SYS INC 2495 MAIN STREET POST OFFICE BOX 220 CHOCTAW OK 73020-0220	DCA200 87 H 0009	11 FEB 87	C

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS (LISTED ALPHABETICALLY BY SYMBOL)					
COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
OTZT	1	OTZ TELEPHONE COOPERATIVE, INC. ATTN: LOREN J. KARRO POST OFFICE BOX 324 KOTZEBUE AK 99752-0324	DCA200 85 H 0107	31 JUL 85	A
PACR	1	PACIFIC RIM TELECOMMUNICATIONS ATTN: MR. CHUCK SCHUMANN 1153 EAST 72ND AVENUE P. O. BOX 93250 ANCHORAGE AK 99509	DCA200-90-H-0006	04 JAN 90	B
PALO	1	UNITED TEL CO OF TX, INC D/B/A SPRINT ATTN: JOHN ROC 9494 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200-97-H-0007	31 OCT 96	C
PCIC	1	PCI COMMUNICATIONS INC ATTN: ROBERT J. MALONEY 135 CHALAN SANTA PAPA AGANA GU 96910	DCA200-97-H-0031	15 NOV 96	B
PCTA	1	PLAINS COOPERATIVE TEL ASSN, INC ATTN: MR. GENE SUPONCHICK, GM 6488 HIGHWAY 36 POST OFFICE BOX 123 JOES CO 80822-0123	DCA200 92-H-0045	20 DEC 91	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
PEPZ	1	PEETZ COOP TEL CO ATTN: JERRY HENDERSON 601 MAIN STREET POST OFFICE BOX 155 PEETZ CO 80747-0155	DCA200-97-H-0026	15 NOV 96	B
PION	1	PIONEER TELEPHONE COOPERATIVE, INC. ATTN: RICHARD RUHL 108 EAST ROBERTS AVENUE POST OFFICE BOC 539 KINGFISHER OK 73750-0539	DCA200 96 H 0014	08 FEB 96	B
PIQZ	1	PIONEER TELEPHONE ASSN, INC, THE ATTN: MR. ROBERT W. NAGEL POST OFFICE BOX 707 ULYSSES KS 67880-0707	DCA200 92 H 0050	30 DEC 91	B
PITC	1	PIONEER TELEPHONE COOPERATIVE ATTN: WILLARD DAVIS 1304 MAIN STREET POST OFFICE BOX 631 PHILOMATH OR 97370-0631	DCA200-96-H-0035	21 MAR 96	B
PITP	1	MOBILE SATELLITE COMMUNICATIONS, INC. DBA/PITTSBURGH INTERNATIONAL TELEPORT ATTN: MR. GEORGE A. SPERRY, GM POST OFFICE BOX 14070 PITTSBURGH PA 15239-4070	DCA200-92-H-0049	24 DEC 91	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
PODZ	1	POKA-LAMBRO TELE COOP, INC ATTN: MR. MICKEY L SIMS, GEN MGR P O BOX 1340 TAHOKA TX 79373-1340	DCA200 92 H 0152	21 AUG 92	B
POEB	1	POLAR COMMUNICATIONS MUTUAL AID CORP ATTN: MR. DAVE DUNNING, MANAGER 110 FOURTH STREET EAST POST OFFICE BOX 270 PARK RIVER ND 58270-0270	DCA200 92-H-0082	25 FEB 92	B
POJZ	1	PUERTO RICO TELEPHONE COMPANY ATTN: MR. ROBERTO CAPESTANE ROOSEVELT 1500 PENTHOUSE GPO BOX 998 SAN JUAN RQ 00936	DCA200 79 H 0055	11 JAN 79	C
POST	1	POSTVILLE TELEPHONE CO D/B/A CENTURYTEL ATTN: MR. FRANK RUNKEL 120 EAST MILWAUKEE STREET POST OFFICE BOX 349 TOMAH WI 54660-0349	DCA200-96-H-0072	05 JUN 96	C
PPLC	1	NORTHWESTERN TELEPHONE SYSTEMS, INC. D/B/A CENTURYTEL ATTN: DEBBIE DILLON 890 SOUTH SECOND POST OFFICE BOX 337 LEBANON OR 97355	DCA200-97-H-0058	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
PRCI	1	PIEDMONT RURAL TEL COOPERATIVE, INC ATTN: JAMES P. WILDER 201 ANDERSON DRIVE POST OFFICE BOX 249 LAURENS SC 29360-0249	DCA200-97-H-0025	15 NOV 96	B
PRES	1	MOUNTAIN STATE TELEPHONE CO MAIN STREET MASON TOWN WV 26542-0390	DCA200-92-H-0086	03 MAR 92	C
PROJ	1	PROJECT RENAISSANCE, INC. ATTN: S. S. BATH 9305 BATHGATE COURT POST OFFICE BOX 332 GAITHERSBURG MD 20884-0332	DCA200-97-H-0077	10 JAN 97	B
PSAT	1	PANAMSAT, L.P. ATTN: THOMAS CARROUX, ACCOUNT EXECUTIVE ONE PICKWICK PLAZA SUITE 270 GREENWICH CT 06830-0270	DCA200-93-H-0023	29 DEC 92	C
PSRT	1	PERRY SPENCER RURAL TEL COOP ATTN: DAVID L. LASHER HIGHWAY 62 WEST POST OFFICE BOX 126 ST MEINRAD IN 47577-0126	DCA200-96-H-0015	09 FEB 96	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
PT	1	PACIFIC BELL ATTN: EUGENE FRANCK 370 THIRD ST, ROOM 601 SAN FRANCISCO CA 94107-1279	DCA200-96-H-0042	03 APR 96	C
PTCA	1	PACIFIC TELECOM CELLULAR OF AK, INC. DBA CELLULINK ATTN: RICK GARNER 4600 W COLLEGE AVE APPLETON MI 49415	DCA200-92-H-0157	21 SEP 92	C
PTCI	1	PEOPLES TELEPHONE COOPERATIVE, INC. ATTN: MR. MAX D. NEWTON 192 NORTH STEPHENS POST OFFICE BOX 228 QUITMAN TX 75783-9987	DCA200 92 H 0051	30 DEC 91	B
PTIA	1	PTI COMMUNICATIONS OF ALASKA, INC. D/B/A PTI COMMUNICATIONS ATTN: MR. PATRICK COLE 302 CUSHMAN STREET FAIRBANKS AK 99707	DCA200-98-H-0004	16 JUN 98	C
PVTC	1	PENASCO VALLEY TEL COOP INC ATTN: MR. JOHN C. METTS 401 WEST MAIN PO DRAWER 710 ARTESIA NM 88211-0710	DCA200 92-H-0062	24 FEB 92	B
QUIN	1	QUINCY TELEPHONE COMPANY PO BOX 189 QUINCY FL 32351	DCA200 86 H 0023	08 JAN 86	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
QNST	1	QWEST COMMUNICATIONS INC. ATTN: MR. WALT MATHENY SUITE 1400 17304 PRESTON ROAD DALLAS TX 75252-5695	DCA200 91 H 0020	18 SEP 91	B
RAND	1	RANDOLPH TELEPHONE CO P O BOX 609 LIBERTY NC 27298-0609	DCA200 85 H 0071	16 JUL 85	B
RCAA	1	ALASCOM INCORPORATED D/B/A AT&T ALASCOM 210 E BLUFF ROAD ANCHORAGE AK 99519-6607	DCA200-92-H-0130	12 JUN 92	C
RCAC	2	GE AMERICAN COMMUNICATIONS, INC ATTN: RICHARD J. WATSON, SR 4 RESEARCH WAY PRINCETON NJ 08540-6684	DCA200-93-H-0038 CONTRACT AD	13 AUG 93	C
RHDR	1	RHINELANDER TEL CO ATTN: KIRBY ROEN 53 NORTH STEVENS STREET POST OFFICE BOX 340 RHINELANDER HI 54501-0340	DCA200-96-H-0037	25 MAR 96	B
RIGT	1	RIG TELEPHONES, INC. D/B/A DATACOM ATTN: JEFF COURVILLE 1710 WEST WILLOW STREET SCOTT LA 70583-8510	DCA200-98-H-0003	12 NOV 97	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
RING	1	RINGGOLD TELEPHONE CO ATTN: ALICE EVITT BANDY 7449 NASHVILLE STREET POST OFFICE BOX 869 RINGGOLD GA 30736-0869	DCA200-97-H-0057	21 NOV 96	A
RITE	1	RITENET CORPORATION ATTN: RAO RAMINENI SUITE 350 1445 RESEARCH BOULEVARD ROCKVILLE MD 20850-6111	DCA200-97-H-0076	07 JAN 97	A
RIVV	1	RIVIERA TEL CO, INC. 103 SOUTH EIGHTH ST P O BOX 997 RIVIERA TX 78379-0997	DCA200 79 H 0038	20 NOV 78	B
RJOE	1	RJO ENTERPRISES ATTN: 4640 FORBES BLVD LANHAM MD 20706	DCA200-89-H-0035	13 FEB 89	A
RMPD	1	RESERVATION TELEPHONE COOPERATIVE ATTN: GENE SLOAN 24 NORTH MAIN STREET POST OFFICE BOX 68 PARSHALL ND 58770-0068	DCA200-97-H-0034	15 NOV 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
RNGE	1	RANGE TELEPHONE COOP, INC ATTN: CURTISS FLEMING 2325 EAST FRONT STREET POST OFFICE BOX 127 FORSYTH	DCA200-97-H-0019 MT 59327-0127	15 NOV 96	B
ROAZ	1	ROOSEVELT COUNTY RURAL TEL COOP INC ATTN: BOYD EVANS, OFFICE MGR POST OFFICE BOX 867 PORTALES	DCA200-92-H-0120 NM 88130-0867	05 JUN 92	B
ROCK	1	SOUTHWEST TEXAS TELEPHONE CO ATTN: GARY C. GILMER HIGHWAY 55 SOUTH POST OFFICE BOX 128 ROCKSPRINGS	DCA200 96 H 0099 TX 78880-0128	17 JUL 96	B
ROFB	1	ROSEVILLE TELEPHONE COMPANY ATTN: MR. A. A. JOHNSON 211 LINCOLN STREET POST OFFICE BOX 969 ROSEVILLE	DCA200-92-H-0002 CA 95678-0969	02 OCT 91	B
RSTC	1	REYNOLDS TELEPHONE COMPANY ATTN: MS. GRACE OCHSNER 221 W MAIN STREET PO BOX 27 REYNOLDS	DCA200 96 H 0012 IL 61279-0027	06 FEB 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
RTCI	1	RT COMMUNICATIONS, INC. ATTN: STEPHEN JANITZ 130 SOUTH 9TH STREET POST OFFICE BOX 506 HORLAND	DCA200-96-H-0026 WY 82401-3434	11 MAR 96	B
RTR	1	ROCHESTER TELEPHONE CORPORATION ATTN: ANITA EDWARDS FARNEY 180 SOUTH CLINTON AVE ROCHESTER	DCA200-97-H-0078 NY 14646-0700	24 MAR 97	C
RTSC	1	RURAL TELEPHONE SERVICE COMPANY, INC. ATTN: ROGER VONFELDT 145 NORTH MAIN STREET POST OFFICE BOX 158 LENORA	DCA200-98-H-0006 KS 67645-0158	08 SEP 98	B
SACO	1	SACO RIVER TEL & TEL CO P O BOX 48 BAR MILLS	DCA200-87-H-0012 ME 04004-0048	13 MAR 87	B
SAI	1	SCIENTIFIC-ATLANTA, INC. ATTN: RICHARD H. TOOKE, CONTRACT ADMIN 3825 PLEASANTDALE ROAD ATLANTA	DCA200-93-H-0021 GA 30340-4266	21 DEC 92	C
SAND	1	SANDHILL TELEPHONE COOP INC ATTN: MR. FRANK C. MCGREGOR, PRES. 122 SOUTH MAIN STREET POST OFFICE BOX 519 JEFFERSON	DCA200-92-H-0047 SC 29718	20 DEC 91	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
SB	1	BELL SOUTH TELECOMMUNICATIONS, INC SOUTHERN BELL & D/B/A SOUTH CENTRAL BEL ATTN: CYNTHIA DELROCCO SUITE 1790 1800 CENTURY BOULEVARD ATLANTA GA 30345-3202	DCA200 96 H 0069	04 JUN 96	C
SCSI	1	SATELLITE COMMUNICATIONS SYSTEMS, INC. ATTN: ERNIE N. HUX HARBOR CENTRE, SUITE 800 2 EATON STREET HAMPTON VA 23669-0035	DCA200-96-H-0087	27 JUN 96	B
SCTC	1	FRONTIER COMMUNICATIONS-ST. CROIX, INC. ATTN: TODD SCHAFER 154 EAST SECOND STREET POST OFFICE BOX 318 NEMO RICHMOND WI 54017-0318	DCA200-97-H-0039	21 NOV 96	B
SCUT	1	SOUTH CENTRAL UTAH TEL ASSN INC ATTN: DEE PORTER 45 NORTH 100 WEST POST OFFICE BOX 555 ESCALANTE UT 84726-0555	DCA200-95-H-0010	26 APR 95	B
SETT	1	CENTRAL TELEPHONE CO OF FLORIDA D/B/A SPRINT P O BOX 2214 TALLAHASSEE FL 32316-2214	DCA200-89-H-0011	23 JAN 89	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
SHDA	1	SHENANDOAH TELEPHONE COMPANY 124 SOUTH MAIN P.O. BOX 459 EDINBURG VA 22824-0459	DCA200 86 H 0013	14 NOV 85	B
SIGC	1	SIGCOM, INC. ATTN: JOHN K KIM 4419 WEST MARKET STREET POST OFFICE BOX 77076 GREENSBORO NC 27407-1305	DCA200-96-H-0038	26 MAR 96	A
SIRN	1	SIREN TELEPHONE CO, INC ATTN: NORMA D. CARLSROM 7729 WEST MAIN STREET POST OFFICE BOX 506 SIREN WI 54872-0506	DCA200-96-H-0116	14 AUG 96	B
SISK	1	SISKIYOU TELEPHONE CO, THE ATTN: JAMES G. HENDRICKS 30 TELCO WAY POST OFFICE BOX 157 ETNA CA 96027-0157	DCA200 96 H 0090	08 JUL 96	B
SJCI	1	ST JOE COMMUNICATIONS INC ATTN: JOHN H. VAUGHN 502 FIFTH STREET POST OFFICE BOX 1007 PORT ST JOE FL 32456-1007	DCA200 96 H 0057	24 APR 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
SJF	1	ST JOSEPH TEL & TEL CO D/B/A GT COM ATTN: JOHN H. VAUGHAN 502 FIFTH STREET POST OFFICE BOX 220 PORT ST JOE FL 32456-0220	DCA200 96-H-0055	23 APR 96	C
SKYT	1	SKYTEL CORPORATION ATTN: BRAD S KERNUS-FED ACCTS SUITE 1100 1350 11TH STREET NW WASHINGTON DC 20005-2469	DCA200-92-H-0156	11 SEP 92	C
SLTC	1	SUGAR LAND TELEPHONE COMPANY ATTN: JACK SPRINGER 14141 SOUTHWEST FREEWAY, S PO BOX 650 SUGAR LAND TX 77478-0650	DCA200 86 H 0055	06 AUG 86	B
SMIT	1	SUMMIT TELEPHONE & TELEGRAPH CO OF ALAS ATTN: JUDITH A. STOOP 2014 EAGAN AVENUE FAIRBANKS AK 99701-5706	DCA200-96-H-0036	22 MAR 96	B
SMJB	1	SMITHVILLE TEL CO, INC P O BOX 728 ELLETTSVILLE IN 47429-0728	DCA200 79 H 0060	05 MAR 79	B
SMS	1	SMS DATA PRODUCTS GROUP, INC. ATTN: MS. MARGARET LIPPERT SUITE 1700 1501 FARM CREDIT DRIVE MCLEAN VA 22102-0000	DCA200 88 H 0021	31 AUG 88	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
SMTC	1	SAN MARCOS TELEPHONE COMPANY P O BOX 328 SAN MARCOS TX 78667-0828	DCA200 85 H 0105	18 JUL 85	B
SNE	1	SOUTHERN NEW ENGLAND TELEPHONE COMPANY ATTN: FEDERAL GROUP POST OFFICE BOX 720 HARTFORD CT 06142-0720	DCA200 85 H 0060	08 JUN 85	C
SNNT	1	SOUTHERNET, INC. ATTN: JERRY A. EDGERTON 61 PERIMETER PARK NE ATLANTA GA 30341	DCA200-96-H-0077	14 JUN 96	C
SNTB	1	CENTRAL TEL CO OF NV DBA SPRINT 330 S VALLEY VIEW BLVD LAS VEGAS NV 89152	DCA200 81 H 0014	22 JUN 81	C
SOCC	1	UNITED TEL CO OF INDIANA, INC. D/B/A SPRINT ATTN: MR. KEVIN BEEBE, DIR OF MKTG POST OFFICE BOX 391 MARSAM IN 46580	DCA200-92-H-0081	25 FEB 92	B
SONM	1	SONICRAFT, INC. ATTN: SONICRAFT/MCI TELECOMMUNICATIONS 8899 SOUTH GREENWOOD AVE CHICAGO IL 60619	DCA200-92-H-0063	24 FEB 92	A

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
SONT	1	SONICRAFT, INC. ATTN: SONICRAFT/MCI INTERNATIONAL 8859 SOUTH GREENWOOD AVE CHICAGO IL 60619	DCA200-92-H-0063	24 FEB 92	A	
SPCC	1	SPRINT COMMUNICATIONS COMPANY L.P. ATTN: GUS PELZER 13221 WOODLAND PARK ROAD HERNOON VA 20171-3000	DCA200-96-H-0046	04 APR 96	C	
SRMC	1	SOURIS RIVER TELECOMMUNICATIONS COOPERADCA ATTN: WARREN L. RIGHT 3615 NORTH BROADWAY POST OFFICE BOX 2027 MINOT ND 58702-2027	200-97-H-0002	29 OCT 96	B	
SSCT	1	SOUTH SLOPE COOP TEL CO, INC ATTN: FRANCIS J. KAHLE 210 TUTTLE STREET POST OFFICE BOX 8 NORMAY IA 52318-0008	DCA200-97-H-0016	05 NOV 96	B	
STAN	1	STANDARD TELEPHONE CO P O BOX 400 CORNELIA GA 30531	DCA200 85 H 0112	02 AUG 85	B	

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
STCO	1	FRONTIER COMMUNICATIONS OF GEORGIA, INC ATTN: CRAIG GUNDERSON 76 E. GRADY STREET PO BOX 807 STATESBORO GA 30459-0807	INC DCA200-96-H-0104	05 AUG 96	B	
STRA	1	STRATOS MOBILE NETWORKS USA LLC ATTN: MS. CAROLE HOCHBERG 6903 ROCKLEDGE DRIVE, SUIT BETHESDA MD 20817-1853	DCA200-99-H-0002	11 MAR 99	B	
STZH	1	UNIVERSAL TELEPHONE CO OF SOUTHWEST ATTN: C/O CENTURY TELEPHONE ENTERPRISES POST OFFICE BOX 4065 MONROE LA 71211-4065	DCA200 93 H 0037	14 JUL 93	C	
SURA	1	SURANET INC. X ATTN: MS. DEBORAH NUNN 8409 BALTIMORE BLVD COLLEGE PARK MD 20740-2496	DCA200-93-H-0025	08 FEB 93	B	
SH	1	SOUTHWESTERN BELL TELEPHONE CO (6) ATTN: MR. PAT PLUNKETT 13TH FLOOR 1010 PINE STREET ST LOUIS MO 63101-2070	DCA200 96-H-0041	02 APR 96	C	

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
TACZ	1	TAYLOR TELEPHONE CO-OP, INC ATTN: DERRELL FARMER 9796 1-20 POST OFFICE BOX 370 MERKEL TX 79536-0370	DCA200-96-H-0061	16 MAY 96	B
TCOM	1	TRICOMM SERVICES CORPORATION ATTN: MICHAEL MCCARRY, MANAGER BEVERLY RANCOCAS ROAD HILLINGBORO NJ 08046-2527	DCA200-92-H-0158	23 SEP 92	B
TCTM	1	TCT WEST, INC ATTN: RANDALL M. LOWE 403 SOUTH FOURTH STREET POST OFFICE BOX 310 BASIN WY 82410-0310	DCA200-96-H-0007	26 JAN 96	B
TELC	1	GTE TELENET COMMUNICATION CORP SUITE 500 8229 BOONE BOULEVARD VIENNA VA 22182-2623	DCA200-87-H-0010	11 FEB 87	C
TELP	1	TELPAN COMMUNICATIONS CORP. ATTN: MR. FRANK G. KARDONSKI 444 BRICKELL AVENUE, SUITE MIAMI FL 33131	DCA200-99-H-0005	01 JUL 99	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
TELU	1	TELEPHONE UTILITIES OF EASTERN OREGON, D/B/A CENTURYTEL 805 BROADWAY PO BOX 9901 VANCOUVER HA 98668	DCA200 94-H-0003	07 OCT 93	C
TENN	1	TENNESSEE TEL CO D/B/A TDS TELECOM ATTN: G.R. BARNES 725 PELLISSIPPI PARKWAY, S POST OFFICE BOX 325 KNOXVILLE TN 37933-0995	DCA200 96 H 0076	13 JUN 96	B
THBZ	1	THREE RIVERS TELEPHONE COOPERATIVE INC ATTN: ARTHUR M. ISLEY, JR. 422 SECOND AVENUE SOUTH POST OFFICE BOX 429 FAIRFIELD MT 59436-0429	DCA200-97-H-0017	05 NOV 96	B
THTC	1	TRUMANSBURG HOME TELEPHONE COMPANY ATTN: MR. JOHN V. PALERMO 75 MAIN STREET PHELPS NY 14532-0039	DCA200-92-H-0033	08 NOV 91	B
TMIC	1	TECHNOLOGY MANAGEMENT & INTEGRATION CO. ATTN: JOHN LONGFELLOW SUITE 100 3800 RECTORTOWN ROAD MARSHALL VA 20115-3335	DCA200-95-H-0004	27 DEC 94	A

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
TMTC	1	TEXAS-MIDLAND TELEPHONE COMPANY P O DRAMER 429 GRANDVIEW TX 76050-0429	DCA200 89 H 0038	13 FEB 89	C	
TNET	1	PACWEST TELECOMMUNICATIONS CORPORATION, ATTN: ROBERT M. VOLKER SUITE 100 91-238 KALAELOA BLVD KAPOLEI HI 96707-1820	DCA200-97-H-0038	21 NOV 96	B	
TOTA	1	TOTAH TELEPHONE COMPANY, INC. ATTN: JERRY E. SHORE POST OFFICE BOX 300 OCHELATA OK 74051-0300	DCA200-97-H-0014	05 NOV 96	B	
TOHN	1	TOWNSHIP TELEPHONE COMPANY D/B/A TDS TELECOM ATTN: DIANE DRYER P O BOX 70 MAIN STREET CHAUMONT NY 13622-0070	DCA200 85 H 0080	22 JUL 85	B	
TPLX	1	TIMEPLEX FEDERAL SYSTEMS, INC. ATTN: MONICA DAVIS SUITE 700 1210 MONUMENT DRIVE FAIRFAX VA 22033-4054	DCA200-95-H-0012	31 MAY 95	C	
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
TRIC	1	TRI-COUNTY TEL CO, INC ATTN: BEN MILLER 117 E WASHINGTON STREET P O BOX 186 NEW RICHMOND IN 47967	DCA200 85 H 0150	26 SEP 85	B	
TRTT	1	IDB WORLDCOM SERVICES, INC. 15245 SHADY GROVE ROAD ROCKVILLE MD 20850-3222	DCA200 92 H 0111	04 JUN 92	C	
TTC	1	TRANSITION TECHNOLOGY CORPORATION ATTN: MR. J. H. CROWIN 2875 TOMERVIEW ROAD HERNDON VA 22071-3205	DCA200-91-H-0007	21 MAY 91	B	
TTHM	1	TRIANGLE TELEPHONE COOPERATIVE ATTN: MR. BURL MINER 2121 HIGHWAY 2 NORTHWEST POST OFFICE BOX 1230 HAYRE MT 59501-1230	DCA200-96-H-0020	14 FEB 96	B	
TTTC	1	TABLE TOP TELEPHONE COMPANY, INC. ATTN: WILLIAM J. HAYES 600 NORTH SECOND AVENUE AJD AZ 85321-2000	DCA200-96-H-0054	22 APR 96	B	
TUWI	1	TELEPHONE UTILITIES OF WASHINGTON, INC. D/B/A CENTURY TEL ATTN: MAUREEN CHRISTIE 8102 SKANSIE AVENUE GIG HARBOR WA 98332-8415	DCA200-97-H-0009	24 OCT 96	C	
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
TVTC	1	TRINITY VALLEY TEL CO ATTN: PAT ROTENDS DRAMER 429 GRANDVIEW TX 77665-0429	DCA200-94-H-0011	27 JUN 94	C
THCH	1	TIME WARNER COMMUNICATIONS OF HAWAII, L.P. (SEE BELOW) ATTN: MARK R. JOLLY 2669 KILIHAI STREET HONOLULU HI 96819	LDCA200-97-H-0012	05 NOV 96	C
THDA	1	THD & ASSOCIATES INC. ATTN: MR. ALAN A. ALGOSO 5201 LEESBURG PIKE, SUITE FALLS CHURCH VA 22041-3203	DCA200-99-H-0004	01 JUN 99	A
TWIN	1	TWIN LAKES TELEPHONE COOP CORP P O BOX 87 GAINESBORO TN 38562	DCA200 85 H 0142	09 SEP 85	B
UBAT	1	UNITAH BASIN TELEPHONE ASSOC INC ATTN: PAUL W. NEELSON, OFFICE MGR PO BOX 398 ROOSEVELT UT 84066-0398	DCA200 92 H 0118	05 JUN 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
UKCM	1	UNITED TEL CO OF MO D/B/A SPRINT ATTN: JOHN L. ROE 5454 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200 96 H 0052	10 APR 96	C
UNAT	1	UNITED NATIVE AMERICAN TELECOMMUNICATIONS ATTN: MARK A. BELL 331 EAST 87TH AVENUE ANCHORAGE AK 99515-1943	DCA200-96-H-0039	27 MAR 96	A
UNUZ	1	UNION TELEPHONE COMPANY, INC. ATTN: JAMES H. WOODY 850 N. STATE HIGHWAY 414 POST OFFICE BOX 160 MOUNTAIN VIEW WY 82939-0160	DCA200-95-H-0007	31 MAR 95	B
UNJZ	1	UNITED TEL MUTUAL AID CORP ATTN: KENNETH CARLSON P O BOX 729 411 7TH AVE LANGDON ND 58249-0729	DCA200 85 H 0075	18 JUL 85	B
UNLA	1	UNITED TELEPHONE ASSOC, INC 1107 NC ARTOR RD PO BOX 117 DODGE CITY KS 67801-0117	DCA200 85 H 0138	27 AUG 85	B
UNMA	1	UNITED TEL CO OF THE CAROLINAS INC ATTN: JACK GADDIS 14111 CAPITAL BLVD WAKE FOREST NC 28387	DCA200 88 H 0009	21 DEC 87	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
UNQA	1	UNITED TELEPHONE COMPANY OF KANSAS D/B/A SPRINT ATTN: JOHN L. ROE 5454 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200 96 H 0051	09 APR 96	C
UNRA	1	UNITED TEL CO OF NJ INC D/B/A SPRINT ATTN: DALE CROSS, PRESIDENT 1201 WALNUT BOTTOM ROAD P. O. BOX 1201 CARLISLE PA 17013-6312	DCA200-88-H-0008	13 NOV 87	C
UNTO	1	UNITED TELEPHONE COMPANY OF OHIO D/B/A SPRINT ATTN: THOMAS JACOBS 665 LEXINGTON AVENUE POST OFFICE BOX 3555 MANSFIELD OH 44907	DCA200-96-H-0024	09 MAR 96	C
URBN	1	FRONTIER COMMUNICATIONS OF WISCONSIN, ATTN: TODD SCHAFER 26 WEST 12TH STREET POST OFFICE BOX 209 CLINTONVILLE WI 54929-0209	IDCA200-97-H-0011	05 NOV 96	B
USTS	1	METROMEDIA COMMUNICATIONS CORPORATION ATTN: LEM PLOTKIN-MGR, GOVT SERVICES SUITE 650 1828 L STREET, N.W. WASHINGTON DC 20036-5104	DCA200 91 H 0018	18 SEP 91	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
UTAI	1	USER TECHNOLOGY ASSOCIATES, INC ATTN: PAUL D. WILLIAMS, DIR-FINANCE SUITE 400 4301 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-0400	DCA200-93-H-0033	13 MAY 93	A
UTEK	1	UNITED TELEPHONE CO. OF EASTERN KANSAS ATTN: JOHN ROE 5454 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200-97-H-0006	30 OCT 96	C
UTEL	1	UTELCO, INC. ATTN: CHARLES D. METCALF 827 16TH AVENUE P. O. BOX 88 MONROE WI 53566-0088	DCA200-96-H-0119	15 AUG 96	B
UTH	1	UNITED TEL CO OF PA D/B/A SPRINT ATTN: JOHN ROE 5454 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200 88 H 0004	13 OCT 87	C
UTON	1	UNITED TELEPHONE COMPANY OF THE NORTHMEDCA D/B/A SPRINT ATTN: SETH M. LUBIN OFFICE OF GENERAL COUNSEL 902 MASCO STREET HOOD RIVER OR 97031-5000	DCA200-96-H-0110	08 AUG 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
UUI	1	UNITED UTILITIES INC ATTN: AUDREY BISHOP 2450 A STREET ANCHORAGE AK 99518-1278	DCA200 89 H 0024	13 FEB 89	A
VATC	1	VALLEY TELEPHONE COOPERATIVE, INC ATTN: RICHARD C. DULLUM 752 EAST HALEY POST OFFICE BOX 970 HILLCOX AZ 85644-0970	DCA200-97-H-0015	05 NOV 96	B
VATI	1	VALLEY TELECOMMUNICATIONS, INC. ATTN: CATHY GREENWOOD BOX 600 SCOBEEY MT 59263-0600	DCA200-95-H-0013	08 JUN 95	B
VENT	1	VENTURE COMMUNICATIONS, INC. ATTN: MARTIN STIEFEL 218 COMMERCIAL AVENUE, SE POST OFFICE BOX 476 HIGHMORE SD 57345-0476	DCA200-97-H-0088	25 SEP 97	B
VIHA	1	CENTRAL TELEPHONE COMPANY OF VIRGINIA D/B/A SPRINT ATTN: HERB HENDERSON 2211 HYDRAULIC RD CHARLOTTESVILLE VA 22901-2705	DCA200 96 H 0065	21 MAY 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
VITC	1	VIRGIN ISLANDS TELEPHONE CORP CHARLOTTE AMALIE P.O. BOX 6100 ST THOMAS VQ 00801	DCA200 80 H 051	22 AUG 80	C
VOYA	1	VOYAGER TELECOMMUNICATIONS, INC. ATTN: SCOTT MILLER SUITE 420 8700 CENTREVILLE ROAD MANASSAS VA 20110	DCA200-98-H-0005	07 AUG 98	B
VTC	1	VERMONT TELEPHONE COMPANY, INC. ATTN: NORM KOCHNSKI 354 RIVER STREET POST OFFICE BOX 2005 SPRINGFIELD VT 05156-2005	DCA200-97-H-0032	15 NOV 96	B
VTCI	1	VALLEY TELEPHONE COOPERATIVE, INC. ATTN: JEANETTE HAPP 480 SO. 6TH STREET RAYMONDVILLE TX 78580-2487	DCA200-97-H-0033	15 NOV 96	B
WABH	1	WABASH TELEPHONE COOPERATIVE, INC ATTN: MR. ROBERT REEL, ADMIN ASST 210 SOUTH CHURCH ST POST OFFICE BOX 299 LOUISVILLE IL 62858-0299	DCA200 92 H 0070	24 FEB 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
WASD	1	WAYSIDE TELEPHONE COMPANY, THE DBA/PTI COMMUNICATIONS 7235 HIGHWAY N. 54126 ROUTE 2 BOX 56 GREENLEAF MI 54126	DCA200 85 H 0120	19 AUG 85	B
WCTC	1	GTE WEST COAST INCORPORATED C/O GTE CALIFORNIA INCORPORATED ATTN: TRUDIE WILEY, MAJOR ACCTS 3500 WILLOW LANE THOUSAND OAKS CA 91361-4921	DCA200 93 H 0004	08 OCT 92	C
WCTO	1	WOOD COUNTY TELEPHONE COMPANY, INC. ATTN: ROBERT HEWITT 440 EAST GRAND AVENUE POST OFFICE BOX 8045 WISCONSIN RAPIDS MI 54495-8045	DCA200-96-H-0094	15 JUL 96	B
WDC	1	WOODBURY TELEPHONE COMPANY, THE ATTN: LINDA LEE 239 MAIN STREET SOUTH WOODBURY CT 06798	DCA200-89-H-0062	22 SEP 89	B
WEST	1	WES-TEX TEL COOP INC ATTN: CHARLES BUTLER P O BOX 280 STANTON TX 79782-0280	DCA200-97-H-0018	05 NOV 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
WFSI	1	WORLD COM FEDERAL SYSTEMS, INC. D/B/A MCI WORLD COM ATTN: JAMES T. MCKENNA SUITE 410 15245 SHADY GROVE ROAD ROCKVILLE MD 20850-3222	DCA200-96-H-0074	11 JUN 96	C
WHFZ	1	WHEAT STATE TEL CO, INC ATTN: JERROLD HOFFMAN, PRESIDENT 106 WEST FIRST STREET UDALL KS 67146	DCA200 92 H 0061	24 FEB 92	B
WICC	1	WIGGINS TELEPHONE ASSOCIATION 414 MAIN STREET PO BOX 690 WIGGINS CO 80654-0690	DCA200 85 H 0118	19 AUG 85	B
WINT	1	WINTERHAVEN TELEPHONE COMPANY ATTN: MS. KATHY FARMER 18025 GLINDA ROAD ANDERSON CA 96007-8262	DCA200-92-H-0092	02 MAR 92	B
WIT	1	WASHINGTON INTERNATIONAL TELEPORT, INC. ATTN: HENRY C. CLARK SUITE 9-210 5600 GENERAL WASHINGTON DRIVE ALEXANDRIA VA 22312-2401	DCA200-98-H-0002	06 NOV 97	C
WOOD	1	WOODSTOCK TEL CO PO BOX C RUTHTON MN 56170	DCA200 85 H 0143	09 SEP 85	B

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(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HRCT	1	WEST RIVER COOPERATIVE TELEPHONE COMPANY ATTN: DARRELL HENDERSON 1ST AVENUE AND NORTH MAIN POST OFFICE BOX 39 BISON SD 57620-0039	COMPANDCA200-97-H-0084	24 JUL 97	B
HRMA	1	WEST RIVER TELECOMMUNICATIONS COOPERATIVE ATTN: ROBERT A. BARFIELD 101 WEST MAIN STREET POST OFFICE BOX 467 HAZEN ND 58545-0467	IDCA200 96 H 0096	16 JUL 96	B
WRTC	1	WESTERN RESERVE TEL CO, THE 249 NORTH MAIN STREET HUDSON OH 44236-0827	DCA200-89-H-0014	24 JAN 89	C
HSGD	1	WORLD SAFEGUARD, INC. ATTN: MR. ROBERT C. COOPER, PRESIDENT 67 BROAD STREET, 4TH FLOOR NEW YORK NY 10004	DCA200-89-H-0060	11 SEP 89	B
WT	1	WISCONSIN BELL, INC. D/B/A AMERTICA ATTN: MR. JOSEPH T. HOLDANSKI 3RD FLOOR 17950 WEST CORPORATE DRIVE BROOKFIELD WI 53045-6337	DCA200 92 H 0022	30 OCT 91	C

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SECTION A

SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HTC	1	WALNUT TELEPHONE COMPANY ATTN: JIM HANSEN 210 HIGHLAND STREET POST OFFICE BOX 346 WALNUT IA 51577-0346	DCA200 96 H 0005	13 JAN 96	B
WTEX	1	WEST TEXAS RURAL TEL COOP, INC ATTN: MR. J. B. NOLAND 708 SOUTH HIGHWAY 385 POST OFFICE BOX 1737 HEREFORD TX 79045-1737	DCA200 96 H 0053	22 APR 96	B
WTRP	1	WINTHROP TELEPHONE COMPANY ATTN: PAUL LARSON 213 EAST SECOND STREET POST OFFICE BOX X WINTHROP MN 55396-0509	DCA200-96-H-0006	17 JAN 96	B
WUII	1	WESTERN UNION INTL, INC ATTN: JERRY EDGERTON TWO INTERNATIONAL DRIVE RYE BROOK NY 10573	DCA200-97-H-0048	21 NOV 96	C
HUTT	1	WESTERN UNION CORPORATION ATTN: GARY SPEAR 13022 HOLLENBERG BRIDGETON MO 63044	DCA200-86-H-0045	16 APR 86	C

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SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
WYDZ	1	WYOMING TELEPHONE COMPANY, INC. D/B/A CENTURYTEL ATTN: C. E. PETERSON 110 S. FRANKLIN AVE BOX 160 PINEDALE	DCA200 86 H 0022	06 JAN 86	C
YUKN	1	YUKON TELEPHONE COMPANY, INC. ATTN: J. CLIFTON ELLER 1290 PECK STREET POST OFFICE BOX 873809 WASILLA	DCA200 96 H 0063 AK 99687-3809	20 MAY 96	B

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SECTION A

SECTION B

ADDRESSES OF DITCO-EUR COMPANIES

SECTION B					
ADDRESSES OF DITCO-EUR COMPANIES (LISTED ALPHABETICALLY BY SYMBOL)					
COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ATB	1	ASSOC DES INDUSTRIELS DE BELGIQUE AVENUE ANDRE DROUART 27-29 BRUSSELS BE 1160	DCA400 85 H 0018	01 JAN 86	L
BAHR	1	BAHRAIN TELECOMMUNICATIONS CO ATTN: MR. AHMED ATIYA POST OFFICE BOX 14 MERCURY HOUSE MANAMA BA 99999	DCA400-95-H-0017	06 JUN 95	L
BRTT	1	REGIE DES TELEGR ETDES TELEPH BD DE L'IMPERATRICE, 17 BRUSSELS BE 1000	DCA400-75-H-0011	01 APR 75	L
CIVR	1	CIVIL REGISTERED ATTN: ALLA COMPENDIUM BLDG 143 SEMBACHHEUBERG GM 6751	DCA400-80-H-0000	17 JUL 70	L
CTNE	1	TELEFONICA DE ESPANA, S.A. DEPARTAMENTO MARKETING Y PASEO DE RECOLTOS, 37-61 VENTAS GRANDES CLIENTES MADRID SP 28004	DCA400-87-H-0022	16 OCT 89	L
DB	1	DEUTSCHE BUNDESPOST OPK (PTZ/FTZ) ATTN: ART 60 NATO SOFA POSTFACH 111180 DARMSTADT GM 6100	DCA400-83-H-0000	01 JUL 63	L
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ADDRESSES OF DITCO-EUR COMPANIES (LISTED ALPHABETICALLY BY SYMBOL)					
COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
DPTT	1	GEN DIR OF POST & TELEGRAPHS FAVEGGADE 17 COPENHAGEN K DK 1007	DCA400 74 H 0010	01 NOV 74	L
ENER	1	ENERGIS COMMUNICATIONS LIMITED ATTN: MR. H. BRISK QUEENS COURT, ALDERLEY EDG MILMSLOW ROAD CHESHIRE UK 00000	DCA400-95-H-0008	01 JUN 95	L
FAAN	1	FA ANSBACH ATTN: ART 60 NATO SOFA BAMNHOFPLATZ 8 ANSBACH GM 8800	DCA400-83-H-0000	01 JUL 63	L
FAAS	1	FA ASCHAFFENBURG ATTN: ART 60 NATO SOFA HOFGARENSTR 16 ASCHAFFENBURG GM 8750	DCA400-83-H-0000	01 JUL 63	L
FAAU	1	FERNMELDEAMT AUGSBURG ATTN: ART 60 NATO SOFA VOLKHIRT STR 6 AUGSBURG GM 8900	DCA400-83-H-0000	01 JUL 63	L
FABA	1	FERNMELDEAMT BAMBERG ATTN: ART 60 NATO SOFA WILHELMPLATZ 3 BAMBERG GM 8600	DCA400-83-H-0000	01 JUL 63	L
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SECTION B
ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FABE	1	FERNMELDEAMT 1 BERLIN ATTN: ART 60 NATO SOFA WINTERFELD STR 21 BERLIN GM 1000	DCA400-83-H-0000	01 JUL 63	L
FABN	1	FERNMELDEAMT BERLIN ATTN: ART 60 NATO SOFA WINTERFELDSTR.21 BERLIN GM 1000	DCA400-83-H-0000	01 JUL 63	L
FABO	1	FERNMELDEAMT BONN ATTN: ART 60 NATO SOFA BONN GM 5300	DCA400-83-H-0000	01 JUL 63	L
FABR	1	FERNMELDEAMT BREMERHAVEN ATTN: ART 60 NATO SOFA FRIEDRICH-EBERT-STR 33 BREMERHAVEN 1 GM 2850	DCA400-83-H-0000	01 JUL 63	L
FABS	1	FERNMELDEAMT BRAUNSCHWEIG ATTN: ART 60 NATO SOFA POSTSACH 4002 BRAUNSCHWEIG GM 3300	DCA400-83-H-0000	01 JUL 63	L
FADA	1	FA DARMSTADT ATTN: ART 60 NATO SOFA ESCHOLLBRUECKER STR 12 DARMSTADT GM 6100	DCA400-83-H-0000	01 JUL 63	L

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SECTION B
ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FADU	1	FERNMELDEAMT DUESSELDORF ATTN: ART 60 NATO SOFA MOLTKESTR. 23 DUESSELDORF 30 GM 4000	DCA400-90-H-0000	01 JUL 63	L
FAES	1	FERNMELDEAMT ESCHBORN ATTN: ART 60 NATO SOFA FRANKFURTER STR - 10-16 ESCHBORN 1 GM 6236	DCA400-83-H-0000	01 JUL 63	L
FAFR	1	FERNMELDEAMT FRANKFURT ATTN: ART 60 NATO SOFA POSTFACH FRANKFURT GM 6000	DCA400-83-H-0000	01 JUL 63	L
FAFU	1	FA FULDA ATTN: ART 60 NATO SOFA UNTERM HEILIG KREUZ 3-5 FULDA GM 6400	DCA400-83-H-0000	01 JUL 63	L
FAGI	1	FA GIESSEN ATTN: ART 60 NATO SOFA LIEBIG STR 14 GIESSEN 1 GM 6300	DCA400-83-H-0000	01 JUL 63	L
FAGO	1	FA GOEPPINGEN ATTN: ART 60 NATO SOFA ULRICHSTR. 29 GOEPPINGEN GM 7320	DCA400-87-H-0000	01 JUN 87	L

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ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FAHA	1	FERNMELDEAMT HANAU ATTN: ART60NATOSOFA ALTER RUECKINGER WEG 55 HANAU L GM 06450	DCA400-87-H-0000	01 JUL 63	L
FAHE	1	FERNMELDEAMT HEIDELBERG ATTN: ART60NATOSOFA BISMARCKSTRASSE 9-15 HEIDELBERG GM 6900	DCA400-85-H-0000	01 JUL 63	L
FAHI	1	FERNMELDEAMT HEILBRONN ATTN: ART60NATOSOFA OSTSTR 123-125 HEILBRONN GM 07100	DCA400-88-H-0000	01 JUL 63	L
FAKA	1	FERNMELDEAMT KARLSRUHE ATTN: ART60NATOSOFA RUEPPURER STR 1A KARLSRUHE GM 7500	DCA400-88-H-0000	01 JUL 63	L
FAKI	1	FERNMELDEAMT KISSINGEN ATTN: ART60NATOSOFA MUECHENSTRASSE 5 BAD KISSINGEN GM 8730	DCA400-85-H-0000	01 JUL 63	L
FAKO	1	FERNMELDEAMT 1 KOBLENZ ATTN: ART60NATOSOFA MOSELWEISSER STR 70 KOBLENZ GM 5400	DCA400-85-H-0000	01 JUL 63	L

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SECTION B
ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FAKR	1	FA BAD KREUZNACH ATTN: ART60NATOSOFA HOLZMARKT 12 BAD KREUZNACH GM 6550	DCA400-87-H-0000	01 JUL 63	L
FAMA	1	FERNMELDEAMT MANNHEIM ATTN: ART60NATOSOFA POSTAMT 11 MANNHEIM GM 6800	DCA400-85-H-0000	01 JUL 63	L
FAMG	1	FERNMELDEAMT MOENCHENGLADBACH ATTN: ART60NATOSOFA FLEHENSSTR. 88 MOENCHENGLADBACH GM 4050	DCA400-90-H-0000	01 JUL 63	L
FAMN	1	FA 1 MUENCHEN ATTN: ART60NATOSOFA ARNULFSTR. 60 MUENCHEN 2 GM 8000	DCA400-87-H-0000	01 JUL 63	L
FAMZ	1	FERNMELDEAMT MAINZ ATTN: ART60NATOSOFA MUNSTERPLATZ 2 MAINZ GM 06500	DCA400-87-H-0000	01 JUL 63	L
FANE	1	FERNMELDEAMT NEUSTADT ATTN: ART60NATOSOFA POSTSACH 100261 NEUSTADT GM 6730	DCA400-88-H-0000	01 JUL 63	L

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SECTION B
ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FANJ	1	FERNMELDEAMT NUERNBERG ATTN: ART60NATOSOFA MARIENSTRASSE 5 NUERNBERG GM	DCA400-89-H-0000	15 DEC 89	L
FARE	1	FERNMELDEAMT REGENSBURG ATTN: ART60NATOSOFA POSTFACH 100002 REGENSBURG GM	DCA400-89-H-0000	15 DEC 89	L
FARO	1	FA ROSENHEIM ATTN: ART60NATOSOFA AVENTINSTRASSE 16 ROSENHEIM GM	DCA400-87-H-0000	10 AUG 87	L
FASA	1	FERNMELDEAMT SAARBRUECKEN ATTN: ART60NATOSOFA POSTFACH 3020 SAARBRUECK GM	DCA400-89-H-0000	15 DEC 89	L
FASH	1	FERNMELDEAMT SCHWABISCH HALL ATTN: ART60NATOSOFA POSTFACH 10 02 00 SCHWABISCH HAL GM	DCA400-87-H-0000	01 JUL 63	L
FASU	1	FERNMELDEAMT 2 STUTTGART ATTN: ART60NATOSOFA POSTFACH 5016 STUTTGART 1 GM	DCA400-88-H-0000	01 JUL 63	L

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ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FATR	1	FERNMELDEAMT TRIER ATTN: ART60NATOSOFA HERZOGENBUSCHER STR 1 TRIER GM	DCA400-88-H-0000	01 JUL 63	L
FATS	1	FERNMELDEAMT TRAUNSPAIN ATTN: ART60NATOSOFA POSTFACH 1002 TRAUNSPAIN GM	DCA400-89-H-0000	01 JUL 89	L
FAUL	1	FA ULM ATTN: ART60NATOSOFA POSTFACH 3000 ULM GM	DCA400-87-H-0000	01 JUN 87	L
FAHE	1	FERNMELDEAMT WEIDEN ATTN: ART60NATOSOFA POSTFACH 1400 WEIDEN 1 GM	DCA400-85-H-0000	01 JUL 63	L
FANI	1	FA WIESBADEN ATTN: ART60NATOSOFA FRIEDRICH STR 29 WIESBADEN GM	DCA400-85-H-0000	01 JUL 63	L
FANL	1	FA NEILHEIM ATTN: ART60NATOSOFA PARADEISSTR 71 NEILHEIM GM	DCA400-88-H-0000	01 JUL 63	L

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ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
FAWS	1	FA WESEL ATTN: ART@NATOSOFA AUGUSTASTR 12 WESEL 1	GH 4230	DCA400-88-H-0000	01 JUL 63	L
FAMU	1	FERNMELDEAMT WUERZBURG ATTN: ART@NATOSOFA PARADEPLATZ 4 WUERZBURG L	GH 04230	DCA400-85-H-0000	01 JUL 63	L
FFA	1	DEUTSCHE BUNDESPOST BUCHUNGSSTELLE ATTN: ART@NATOSOFA OSTBAMHOEFSTRASSE 13-15 FRANKFURT 1	GH 6000	DCA400-87-H-0000	01 JUL 63	L
FKF	1	DEUTSCHE BUNDESPOST ATTN: ART@NATOSOFA POSTFACH 2501 KAISERSLAUTERN	GH 6750	DCA400-85-H-0000	01 JUL 63	L
FPTT	1	MINISTERE DES P&T 29 AVENUE DE SIGUR PARIS	FR 75007	DCA400-70-H-0004	13 MAR 70	L
GPO	1	BRITISH TELECOMMUNICATIONS PLC (BT) ATTN: BT GOVERNMENT ACCOUNTS, PETER TEG ST. STEPHENS HOUSE 17-19 ROCHESTER ROW LONDON	UK 00000	DCA400-87-H-0020	01 JAN 87	L

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ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
GPO	2	BRITISH TELECOMMUNICATIONS PLC (BT) ATTN: BT GOVERNMENT ACCOUNTS, PETER TEG ST. STEPHENS HOUSE 17-19 ROCHESTER ROW LONDON	UK 00000	DCA400-97-D-0007	01 JAN 97	L
GPTT	1	OTE THE HELLENIC TELECOMM ORGN ATTN: ALLA COMPENDIUM 15 STADIUM STREET ATHENS	GR 00000	DCA400-80-H-0000	17 JUL 70	L
IIPP	1	POST & TELEGRAPH ADMIN, THE ATTN: ALLA COMPENDIUM PO BOX 270 REYKJAVIK	IC 00000	DCA400-85-H-0000	17 JUL 70	L
IPTT	1	POST TELEPH & TELEGR MINISTRY ATTN: BANCA DI ROMA, ACCOUNT 581 VIALE EUROPA 160 ROMA	IT 00000	DCA400-93-H-0060	01 JAN 93	L
IPTU	1	POST TELEPHONE & TELEGRAPH MINISTRY ATTN: BANCA DI ROMA, ACCOUNT 581 2 VERSILIA STREET INT COUNTER ROMA	IT	DCA400-84-H-0017	01 JAN 84	L

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ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
LPTT	1	GENERAL DIRECTORATE POST & TELECOMMUNICATIONS ADDRESS UNKNOWN LUXEMBOURG LU 2020	DCA400-86-H-0019	01 JAN 87	L
MERC	1	MERCURY COMMUNICATIONS LTD BARNARDS INN 86 FETTER LANE LONDON UK 00000-0000	DCA400-95-H-0025	23 JUN 95	L
NNPT	1	NORWEGIAN TELECOMMUNICATIONS ADMIN UNIVERSITETSGATA 2 OSLO NO 00000	DCA400-77-H-0013	01 MAY 77	L
NPTT	1	PTT TELECOM BUSINESS COMMUNICATIONS PO BOX 30150 THE HAGUE NL 00000-0000	DCA400-88-H-0023	06 SEP 89	L
SIP	1	TELECOM ITALIA S.P.A. VIA SAN DALNAZZO 15 TORINO IT 10122	DCA400-93-H-0060	01 JAN 93	L
TPTT	1	GENERAL DIRECTORATE OF PTT ATTN: ALLA COMPENDIUM TELEGRAPH & TELEPHONE DEPT ANKARA TU 00000	DCA400-87-H-0000	17 JUL 70	L

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SECTION B

SECTION C

ALL COMPANIES IN SECTION A AND B

SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
ACE TELEPHONE ASSOC	ACTA
ACTION TELCOM COMPANY	ACTT
ALASCOM INCORPORATED	RCAA
ALASKA FIBER STAR, LLC	ALFS
ALASKA TELEPHONE COMPANY	NATU
ALBION TELEPHONE COMPANY INC	ALBT
ALIANI COMMUNICATIONS CO.	LTLN
ALLTEL FLORIDA, INC	NODZ
ALLTEL MICHIGAN, INC	MIHI
ALLTEL NEW YORK, INC	JAAA
ALLTEL OHIO, INC	NEVA
ALLTEL OKLAHOMA, INC	ALOK
ALLTEL PENNSYLVANIA, INC	MIDM
ALMA TEL CO INC	ALHA
ALPHA LYRACOM SPACE COMMUNICATIONS, INC	ALSC
AMERICAN TELEPHONE & TELEGRAPH COMPANY	ABI
APPLIED QUALITY COMMUNICATIONS, INC.	AQCI
ARCTIC SLOPE TEL ASSN COOP, INC	ASTC

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
ARMSTRONG TELEPHONE CO	MURD
ASSOC DES INDUSTRIELS DE BELGIQUE	AIB
AT&T COMMUNICATIONS, INC.	AT
AT&T CORP.	ATTH
BADGER TELECOM, INC.	BTCI
BAHRAIN TELECOMMUNICATIONS CO	BAHR
BALLARD RURAL TEL COOP CORP, INC	BRTC
BALTIC TELECOM COOPERATIVE	BALT
BAY AREA TELEPORT, INC.	BAYT
BBN PLANET CORPORATION	BBNP
BEK COMMUNICATIONS I, INC.	BEKC
BELL ATLANTIC - DELAWARE, INC.	DS
BELL ATLANTIC - MARYLAND, INC.	CPB
BELL ATLANTIC - NEW JERSEY, INC.	HJ
BELL ATLANTIC - PENNSYLVANIA, INC.	BP
BELL ATLANTIC - VIRGINIA, INC.	CPV
BELL ATLANTIC - WASHINGTON, D.C., INC.	CP
BELL ATLANTIC - WEST VIRGINIA, INC.	CPW

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
BELL ATLANTICOM SYSTEMS INC	BASI
BELL COMMUNICATIONS RESEARCH, INC.	BCRI
BELLSOUTH COMMUNICATIONS, INC	BSGS
BELLSOUTH TELECOMMUNICATIONS, INC	SOUTHERN BELL & D/B/A SOUTH CENTRAL BELL
BENTON RIDGE TEL CO, THE	BEUA
BETTLES TELEPHONE COMPANY	BETL
BLUE VALLEY TELEPHONE COMPANY	BLUE
BLUESTEM TELEPHONE COMPANY, INC.	BLUS
BRANDENBURG TELEPHONE COMPANY, INC.	BRDT
BRISTOL BAY TEL COOP, INC	BBTC
BRITISH TELECOMMUNICATIONS PLC (BT)	GPO
BUSH-TELL, INC	BUSH
CABLE & WIRELESS, INC.	CAMM
CAMERON TELEPHONE COMPANY	CTCO
CAP ROCK TELEPHONE COOPERATIVE, INC.	CAPR
CAROLINA TELEPHONE & TELEGRAPH COMPANY	D/B/A SPRINT
CASCADE AUTOVON COMPANY	D/B/A PTI COMMUNICATIONS
CENTRAL MONTANA COMMUNICATIONS, INC.	CMCI

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
CENTRAL SCOTT TELEPHONE COMPANY	CSTC
CENTRAL STATE TELEPHONE COMPANY	CSTE
CENTRAL TEL CO OF NV	DBA SPRINT
CENTRAL TEL CO-NORTH CAROLINA	D/B/A SPRINT
CENTRAL TELEPHONE CO OF FLORIDA	D/B/A SPRINT
CENTRAL TELEPHONE COMPANY OF ILLINOIS	D/B/A SPRINT
CENTRAL TELEPHONE COMPANY OF TX	D/B/A SPRINT
CENTRAL TELEPHONE COMPANY OF VIRGINIA	D/B/A SPRINT
CENTURY TEL OF WISCONSIN, INC	LCH
CENTURY TELEPHONE COMPANY, INC.	CENT
CENTURY TELEPHONE MIDWEST, INC.	CTMI
CENTURY TELEPHONE OF IDAHO, INC.	LNHI
CENTURY TELEPHONE OF LARSEN-READFIELD, I	LRTC
CENTURY TELEPHONE OF MICHIGAN, INC.	CTCM
CENTURY TELEPHONE OF WISCONSIN, INC.	MORZ
CENTURYTEL OF EAGLE, INC.	D/B/A CENTURYTEL
CENTURYTEL OF MINNESOTA, INC	D/B/A CENTURYTEL
CENTURYTEL OF NORTH MISSISSIPPI, INC.	HOIC

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	TELEPHONE AUTHORITY	SYMBOL
CHEYENNE RIVER SIOUX TRIBE		CSRT
CHICKASAW TELEPHONE COMPANY		GHSV
CHUGWATER TELEPHONE COMPANY		CHKY
CHURCHILL COUNTY TELEPHONE & TELEGRAPH S		CFNE
CICT, INC.	D/B/A IDB INTERNATIONAL	CHSA
CINCINNATI BELL		CS
CITIZENS MOUNTAIN STATE TELEPHONE COMPAND/B/A CITIZENS COMMUNICATIONS		CTMS
CITIZENS TELECOMMUNICATIONS CO OF GOLDENSTATE D/B/A CITIZENS COMMUNICATIONS		CTGS
CITIZENS TELECOMMUNICATIONS CO OF NEVADAD/B/A CITIZENS COMMUNICATIONS		CTHW
CITIZENS TELECOMMUNICATIONS CO OF NY INCD/B/A CITIZENS COMMUNICATIONS		CTNY
CITIZENS TELECOMMUNICATIONS CO OF TUOLUMD/B/A CITIZENS COMMUNICATIONS		CTTU
CITIZENS TELECOMMUNICATIONS COMPANY OF ID/B/A CITIZENS COMMUNICATIONS		CTID
CITIZENS TELECOMMUNICATIONS COMPANY OF MD/B/A CITIZENS COMMUNICATIONS		CTMT
CITIZENS TELECOMMUNICATIONS COMPANY OF UD/B/A CITIZENS COMMUNICATIONS		CTUT
CITIZENS UTILITIES CO. OF CALIFORNIA		CU
CITIZENS UTILITIES CO. OF PENNSYLVANIA		CUCP
CITIZENS UTILITIES COMPANY		CIGD
CITY OF KETCHIKAN DBA	KETCHIKAN PUBLIC UTILITIES	KEDZ

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	TELEPHONE AUTHORITY	SYMBOL
CIVIL REGISTERED		CIVR
CLARK FORK TELECOMMUNICATIONS, INC.		CLRK
CLEAR LAKE INDEPENDENT TELEPHONE CO		CLAR
CLYMER TEL CO, INC		CLYM
COASTAL TELEPHONE & ELECTRONICS	CORPORATION	COST
COASTAL UTILITIES INC		COJV
COMMONHEALTH TELEPHONE CO		COGE
COMMUNICATIONS UNLIMITED, INC.		COUI
COMPRESSION LABS, INC		CMLI
COMSAT CORPORATION		CHSD
COMSAT GENERAL CORP		CHGN
CONSOLIDATED NETWORK, INC		CONI
CONSOLIDATED TEL CO OF MN		CNTC
CONSOLIDATED TELCO INC		CRPS
CONTEL OF CALIFORNIA, INC		CIT
CONTEL OF MINNESOTA, INC.	C/O GTE BUSINESS OPERATIONS & BILLING	CTMN
CONTEL OF THE SOUTH, INC.	D/B/A GTE SYSTEMS OF THE SOUTH	COTS
COPPER VALLEY TEL CO-OP		COPV

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
CORCORAN GROUP, INC.	CORC
CORDOVA TELEPHONE COOPERATIVE, INC	COPA
CP NATIONAL CORPORATION	CPU
GRAM-KAN TELEPHONE COOPERATIVE, INC	GRAM
CROSS TELEPHONE CO, INC	CROS
CRUISEPHONE, INC.	CRUZ
DAKOTA CENTRAL TELECOMMUNICATIONS COOPER	DCRT
DAKOTA COOP TELECOMMUNICATIONS, INC	DCTI
DALTON TELEPHONE COMPANY INC	DALT
DARIEN TELEPHONE CO, INC., THE	DTCI
DEFENSE SYSTEMS, INC.	DSI
DELHI TELEPHONE COMPANY, THE	DLHI
DELL TELEPHONE COOPERATIVE, INC.	DELL
DEPOSIT TELEPHONE COMPANY, INC.	DEPO
DEUTSCHE BUNDESPOST	FKF
DEUTSCHE BUNDESPOST	FFA
DEUTSCHE BUNDESPOST	DB
DICKEY RURAL COMMUNICATIONS, INC.	DRCI

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
DUNKIRK AND FREDONIA TELEPHONE CO	DAFT
EASTERN NEH MEXICO RURAL TELEPHONE COOPERATIVE	ENMX
EASTERN SLOPE RURAL TEL ASSOC INC	ERST
EL PASO COUNTY TELEPHONE CO	ELPC
ELECTRA LIMITED, INC.	ELTR
ELLENSBURG TELEPHONE COMPANY	ETE
ELYRIA TEL CO	ELYT
EMERY COUNTY FARMERS UNION TEL ASSN, INC	EMER
ENERGIS COMMUNICATIONS LIMITED	ENER
EPOCH NETWORKS, INC.	EPOC
ESATEL COMMUNICATIONS, INC.	ESAT
EYANGELINE TELEPHONE COMPANY	EVAN
FA ANSBACH	FAAH
FA ASCHAFFENBURG	FAAS
FA BAD KREUZNACH	FAKR
FA DARNSTADT	FADA
FA FULDA	FAFU
FA GIESSEN	FAGI

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
FA GOEPPINGEN	FAGO
FA ROSENHEIM	FARO
FA ULM	FAUL
FA WEILHEIM	FAWL
FA WESEL	FAWS
FA WIESBADEN	FAMI
FA 1 MUENCHEN	FAMN
FARMER TELEPHONE COOP, INC	FARM
FERNMELDEAMT AUGSBURG	FAAU
FERNMELDEAMT BAMBERG	FABA
FERNMELDEAMT BERLIN	FABN
FERNMELDEAMT BONN	FABO
FERNMELDEAMT BRAUNSCHWEIG	FABS
FERNMELDEAMT BREMERHAVEN	FABR
FERNMELDEAMT DUESSELDORF	FADU
FERNMELDEAMT ESCHBORN	FAES
FERNMELDEAMT FRANKFURT	FAFR
FERNMELDEAMT HANAU	FAHA

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
FERNMELDEAMT HEIDELBERG	FAHE
FERNMELDEAMT HEILBRONN	FAHI
FERNMELDEAMT KARLSRUHE	FAKA
FERNMELDEAMT KISSINGEN	FAKI
FERNMELDEAMT MAINZ	FAMZ
FERNMELDEAMT MANNHEIM	FAMA
FERNMELDEAMT MOENCHENGLADBACH	FAMG
FERNMELDEAMT NEUSTADT	FANE
FERNMELDEAMT NUERNBERG	FANU
FERNMELDEAMT REGENSBURG	FARE
FERNMELDEAMT SAARBRUECKEN	FASA
FERNMELDEAMT SCHWABISCH HALL	FASH
FERNMELDEAMT TRAUNSPETN	FATS
FERNMELDEAMT TRIER	FATR
FERNMELDEAMT WEIDEN	FAWE
FERNMELDEAMT WUERZBURG	FAWU
FERNMELDEAMT 1 BERLIN	FABE
FERNMELDEAMT 1 KOBLENZ	FAKO

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
FERNMELDEAMT 2 STUTTGART	FASU
FOOTHILLS RURAL TEL COOP CORP, INC	FOOT
FORT BEND TELEPHONE COMPANY	FBTC
FRONTIER COMMUNICATIONS OF ALABAMA, INC.	MNRO
FRONTIER COMMUNICATIONS OF AUSABLE VALLE	AVTC
FRONTIER COMMUNICATIONS OF GEORGIA, INC.	STCO
FRONTIER COMMUNICATIONS OF IOWA, INC.	CEOB
FRONTIER COMMUNICATIONS OF MINNESOTA, IN	CEEZ
FRONTIER COMMUNICATIONS OF WISCONSIN, IN	URBN
FRONTIER COMMUNICATIONS-ST. CROIX, INC.	SCTC
GALLATIN RIVER COMMUNICATIONS, L.L.P.	GALR
GE AMERICAN COMMUNICATIONS, INC	RCAC
GEN DIR OF POST & TELEGRAPHS	DPTT
GENERAL COMMUNICATIONS, INC	GCI
GENERAL DIRECTORATE OF PTT	TPTT
GENERAL DIRECTORATE POST & TELECOMMUNICATIONS	LPPT
GERMANTOWN INDEPENDENT TEL CO	GITC
GLS ASSOCIATES, INC.	GLSA

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
GOLDEN BELT TEL ASSN, INC, THE	GBTC
GOLDEN WEST COMMUNICATIONS, INC.	GWSI
GOLDEN WEST TEL CO-OP, INC	GHTC
GORHAM TELEPHONE COMPANY	GORT
GOVERNMENT COMMUNICATIONS, INC	LDSH
GRAND RIVER MUTUAL TEL CORP	GRMT
GRANITE STATE TELEPHONE, INC.	GSTI
GREAT LAKES TELECOM INC.	GLTI
GREAT PLAINS COMMUNICATIONS, INC	CTNT
GRIFFS COUNTY TELEPHONE COMPANY	GCTC
GST GOVERNMENT SYSTEMS, INC.	GGSI
GTE AIRPHONE INCORPORATED	GTEA
GTE ARKANSAS, INC.	GTAR
GTE CALIFORNIA INCORPORATED	GTS
GTE COMMUNICATIONS CORP	GTEC
GTE FLORIDA INCORPORATED	GE CZ
GTE GOVERNMENT SYSTEMS CORPORATION	AMSC
GTE HAWAIIAN TELEPHONE COMPANY, INC.	HADZ

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
GTE MIDWEST, INC.	GTMD
GTE NORTH INCORPORATED	GTNO
GTE NORTHWEST INCORPORATED	GTT
GTE SERVICE CORPORATION	GTSC
GTE SOUTH, INCORPORATED	GTSE
GTE SOUTHWEST INCORPORATED	GSDT
GTE SPACENET CORPORATION	GTEN
GTE TELECOM INC	GTES
GOVERNMENT SYSTEMS - NSI	GTI
GTE TELECOM INTERNATIONAL INCORPORATED	GTTI
GTE TELENET COMMUNICATION CORP	TELC
GTE WEST COAST INCORPORATED	WCTC
C/O GTE CALIFORNIA INCORPORATED	GTEL
GTEL	GTA
GUAM TELEPHONE AUTHORITY	GFTC
GULF TELEPHONE COMPANY	GTCO
GULF TELEPHONE COMPANY ALABAMA CORP	HARG
HARGRAY TELEPHONE CO, INC	HARN
HARNEY TELEPHONE SERVICE	HTC
HART TELEPHONE COMPANY	

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
HAVILAND TEL CO, INC	HARA
HEINS TELEPHONE CO	HEIN
HOME TELEPHONE CO, THE	HOME
HOME TELEPHONE COMPANY, INC	HOTT
HOOPER TELEPHONE COMPANY	HOOP
HORRY TELEPHONE COOPERATIVE, INC.	HORR
HUGHES GLOBAL SERVICES, INC.	HUGH
HUMPHREYS COUNTY TELEPHONE CO	HUTC
IDB WORLDCOM SERVICES, INC.	TRTT
ILLINOIS BELL TEL CO	IL
D/B/A AMERITECH	ILCA
ILLINOIS CONSOLIDATED TELEPHONE COMPANY	IB
INDIANA BELL TEL CO, INC	INDT
D/B/A AMERITECH	ISCI
INDUSTRY TEL CO	ICC
INFORMATION SYSTEMS & COMMUNICATIONS, IN	INMA
INSTITUTIONAL COMMUNICATIONS CO., INC.	ITBT
D/B/A METROPOLITAN FIBER SYSTEMS-ICC	IDCC
INTER-COMMUNITY TELEPHONE CO	
INTERBELL TEL CO-OP, INC	
INTERDIGITAL COMMUNICATIONS CORPORATION	

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS		SYMBOL
INTERIOR TEL CO, INC	D/B/A TELALASKA	ITCI
INTERNATIONAL AERADIO	(CARIBBEAN) LIMITED	IACL
INTERSTATE TELECOMMUNICATIONS COOP, INC		INTC
INTERSTATE TELEPHONE COMPANY		INRA
IT&E OVERSEAS, INC.		ITEO
IXC CARRIER, INC.		CTGI
JAMES VALLEY COOPERATIVE TELEPHONE COMPA		JAVC
JBN TELEPHONE CO., INC.		JBN
KANOKLA TELEPHONE ASSOCIATION, INC.		KAND
KMC TELECOM, INC.		KMCT
LAFOURCHE TELEPHONE COMPANY, INC.		LAFR
LAKEDALE TELEPHONE COMPANY		LAKE
LAUREL HIGHLAND TELEPHONE CO		LHTC
LEHONWEIR VALLEY TELEPHONE COMPANY		LVTC
LIGHTCOM INTERNATIONAL INCORPORATED		LII
LINCOLN COUNTY TEL SYSTEM, INC		LCTS
LITEL TELECOM CORP		LITL
LIVINGSTON TELEPHONE COMPANY		LITC

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS		SYMBOL
LOCAL AREA TELECOMMUNICATIONS INC		LATI
LUCENT TECHNOLOGIES, INC.		LUCT
MALHEUR HOME TELEPHONE CO, INC		MAJA
MANKATO CITIZENS TEL CO		HCH
MANTI TELEPHONE COMPANY		MANT
MARSEILLES TELEPHONE COMPANY		MARS
MARTIN MARIETTA CORP		HMC
MATANUSKA TEL ASSOC, INC		MAQZ
MCCAN CELLULAR COMMUNICATIONS, INC.	D/B/A AT&T WIRELESS	MCCA
MCI INTERNATIONAL, INC.	D/B/A MCI WORLDCOM	MCII
MCI TELECOMMUNICATIONS CORPORATION		MCIT
MERCURY COMMUNICATIONS LTD		HERC
METAHORA TELEPHONE CO		HTTC
METROMEDIA COMMUNICATIONS CORPORATION		USTS
METROMEDIA PAGING SERVICES, INC.		HPSI
METROPOLITAN FIBER SYSTEMS INTERNATIONAL		HFSI
MICHIGAN BELL TELEPHONE COMPANY	D/B/A AMERITECH	MB
MICRONESIAN TELECOMMUNICATIONS CORP.		HICR

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
MID-RIVERS TEL COOP, INC	MRCM
MIDWAY TELEPHONE COMPANY	MDWY
MILLINGTON TELEPHONE CO, INC	MILT
MINFORD TELEPHONE COMPANY	MINF
MINISTERE DES P&T	FPTT
MOBILE SATELLITE COMMUNICATIONS, INC. DBA/PITTSBURGH INTERNATIONAL TELEPORT	PITP
MOBILE TELESYSTEMS, INC.	MTI
MON-CRE TEL COOP, INC	MONC
MOSINEE TELEPHONE COMPANY, THE	MSNE
MOUNTAIN HOME TEL CO, INC	MHOT
MOUNTAIN STATE TELEPHONE CO	PRES
MUD LAKE TELEPHONE COOPERATIVE ASSOCIATION INC.	MUDL
MUNSTER TELEPHONE CORPORATION OF TEXAS	MUEN
MUKLUK TELEPHONE COMPANY, INC. D/B/A TELALASKA	MKLK
MUNICIPALITY OF ANCHORAGE D/B/A ANCHORAGE TELEPHONE UTILITY	ATA
MUSTANG TELEPHONE COMPANY	MTC
NATIONAL TELECOMMUNICATIONS ALLIANCE, IN	NTAI
NEBRASKA CENTRAL TELEPHONE COMPANY	NEBC

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
NEMONT TELEPHONE COOPERATIVE, INC.	NEHM
NEVADA BELL	BN
NEVADA TELEPHONE AND TELEGRAPH CO	NTON
NEW ENGLAND TELEPHONE CO D/B/A NYNEX D/B/A FOL. BELL ATLANTIC COMPANIES: NEW	NE
NEW ULM TELECOM, INC.	NURT
NEW YORK TELEPHONE CO. D/B/A NYNEX NEW YORK, BELL ATLANTIC-CONNECTICUT	NY
NEWPORT TELEPHONE COMPANY, INC.	NEWP
NORTH COUNTRY TELEPHONE, INC.	NCTY
NORTH DAKOTA TELEPHONE COMPANY	NDTA
NORTH-WEST TELEPHONE COMPANY D/B/A D/B/A CENTURYTEL	NOJC
NORTHERN TEL COOPERATIVE, INC	NASH
NORTHWEST COMMUNICATIONS COOP	NHWA
NORTHWEST IOWA TEL CO	NISI
NORTHWESTERN TELEPHONE SYSTEMS, INC. D/B/A CENTURYTEL	PPLC
NORWEGIAN TELECOMMUNICATIONS ADMIN	NNPT
NTS COMMUNICATIONS, INC.	NTSC
NUSHAGAK TELE COOP, INC	NUSH
O'GARA SATELLITE SYSTEMS, INC.	OGAR

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
OHIO BELL COMMUNICATIONS	QBC
OHIO BELL TELEPHONE COMPANY	OB
OKLAHOMA COMMUNICATION SYS INC	OKCS
OTE THE HELLENIC TELECOMM ORGN	GPTT
OTZ TELEPHONE COOPERATIVE, INC.	OTZT
PACIFIC BELL	PT
PACIFIC RIM TELECOMMUNICATIONS	PACR
PACIFIC TELECOM CELLULAR OF AK, INC.	PTCA
PACWEST TELECOMMUNICATIONS CORPORATION,	TNET
PANAMSAT, L.P.	PSAT
PCI COMMUNICATIONS INC	PCIC
PEETZ COOP TEL CO	PEPZ
PENASCO VALLEY TEL COOP INC	PVTC
PEOPLES TELEPHONE COOPERATIVE, INC.	PTCI
PERRY SPENCER RURAL TEL COOP	PSRT
PIEDMONT RURAL TEL COOPERATIVE, INC	PRCI
PIONEER TELEPHONE ASSN, INC. THE	PIQZ
PIONEER TELEPHONE COOPERATIVE	PITC

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
PIONEER TELEPHONE COOPERATIVE, INC.	PION
PLAINS COOPERATIVE TEL ASSN. INC	PCTA
POKA-LAMBRO	PODZ
POLAR COMMUNICATIONS MUTUAL AID CORP	POEB
POST & TELEGRAPH ADMIN, THE	IIPP
POST TELEPH & TELEGR MINISTRY	IPTT
POST TELEPHONE & TELEGRAPH MINISTRY	IPTU
POSTVILLE TELEPHONE CO	POST
PROJECT RENAISSANCE, INC.	PROJ
PTI COMMUNICATIONS OF ALASKA, INC.	PTIA
PTT TELECOM	NPTT
PUERTO RICO TELEPHONE COMPANY	POJZ
QUINCY TELEPHONE COMPANY	QUIN
QWEST COMMUNICATIONS INC.	QWST
RANDOLPH TELEPHONE CO	RAND
RANGE TELEPHONE COOP, INC	RNGE
REGIE DES TELEGR ETDES TELEPH	BRTT
RESERVATION TELEPHONE COOPERATIVE	RHPD

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
REYNOLDS TELEPHONE COMPANY	RSTC
RHINELANDER TEL CO	RHDR
RIG TELEPHONES, INC.	RIGT
RINGGOLD TELEPHONE CO	RING
RITENET CORPORATION	RITE
RIVIERA TEL CO, INC.	RIVV
RJO ENTERPRISES	RJOE
ROCHESTER TELEPHONE CORPORATION	RTR
ROOSEVELT COUNTY RURAL TEL COOP INC	ROAZ
ROSEVILLE TELEPHONE COMPANY	ROFB
RT COMMUNICATIONS, INC.	RTCI
RURAL TELEPHONE SERVICE COMPANY, INC.	RTSC
SACO RIVER TEL & TEL CO	SACQ
SAN MARCOS TELEPHONE COMPANY	SHTC
SANDHILL TELEPHONE COOP, INC	SAND
SATELLITE COMMUNICATIONS SYSTEMS, INC.	SCSI
SCIENTIFIC-ATLANTA, INC.	SAI
SHEMANDOAH TELEPHONE COMPANY	SHDA

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
SIGCOM, INC.	SIGC
SIREN TELEPHONE CO, INC	SIRN
SISKIYOU TELEPHONE CO, THE	SISK
SKYTEL CORPORATION	SKYT
SMITHVILLE TEL CO, INC	SMJB
SMS DATA PRODUCTS GROUP, INC.	SMS
SONICRAFT, INC.	SONT
SONICRAFT, INC.	SONM
SOURIS RIVER TELECOMMUNICATIONS COOPERAT	SRMC
SOUTH CENTRAL UTAH TEL ASSN INC	SCUT
SOUTH SLOPE COOP TEL CO, INC	SSCT
SOUTHEAST MISSISSIPPI TEL COMPANY	MISS
SOUTHERN NEW ENGLAND TELEPHONE COMPANY	SNE
SOUTHERNNET, INC.	SNNT
SOUTHWEST TEXAS TELEPHONE CO	ROCK
SOUTHWESTERN BELL TELEPHONE CO (6)	SH
SPRINT COMMUNICATIONS COMPANY L.P.	SPCC
SRT COMMUNICATIONS, INC.	NSPC

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS		SYMBOL
ST JOE COMMUNICATIONS INC		SJCI
ST JOSEPH TEL & TEL CO	D/B/A GT COM	SJF
STANDARD TELEPHONE CO		STAN
STATE OF NEBRASKA	DAS DIVISION OF COMMUNICATIONS	NEDC
STATE OF NEW MEXICO	DEPT OF GSD/ISD/RADIO COMMUNICATIONS	NHFX
STRATOS MOBILE NETWORKS USA LLC		STRA
SUGAR LAND TELEPHONE COMPANY		SLTC
SUMMIT TELEPHONE & TELEGRAPH CO OF ALASKA		SHIT
SURANET	INC. X	SURA
TABLE TOP TELEPHONE COMPANY, INC.		TTTC
TAYLOR TELEPHONE CO-OP, INC		TACZ
TCT MEST, INC		TCTM
TECHNOLOGY MANAGEMENT & INTEGRATION CO.		TMIC
TELECOM ITALIA S.P.A.		SIP
TELEFONICA DE ESPANA, S.A.	DEPARTAMENTO MARKETING Y	CTNE
TELEPHONE UTILITIES OF ALASKA, INC.	D/B/A PTI COMMUNICATIONS	JUFZ
TELEPHONE UTILITIES OF EASTERN OREGON,	D/B/A CENTURYTEL	TELU
TELEPHONE UTILITIES OF THE NORTHLAND, IND/B/A PTI COMMUNICATIONS		GLST

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS		SYMBOL
TELEPHONE UTILITIES OF WASHINGTON, INC.	D/B/A CENTURYTEL	TUWI
TELPAN COMMUNICATIONS CORP.		TELP
TENNESSEE TEL CO	D/B/A TDS TELECOM	TENN
TEXAS ALLTEL, INC.		ALTX
TEXAS-MIDLAND TELEPHONE COMPANY		TMTC
THE NORTH-EASTERN PENNSYLVANIA TELEPHONE		NEPT
THREE RIVERS TELEPHONE COOPERATIVE INC		THBZ
TIME WARNER COMMUNICATIONS OF HAWAII, L.HAWAII, L.P.	(SEE BELOW)	TMCH
TIMEPLEX FEDERAL SYSTEMS, INC.		TPLX
TOTAH TELEPHONE COMPANY, INC.		TOTA
TOWNSHIP TELEPHONE COMPANY	D/B/A TDS TELECOM	TOWN
TRANSITION TECHNOLOGY CORPORATION		TTC
TRI-COUNTY TEL CO, INC		TRIC
TRIANGLE TELEPHONE COOPERATIVE		TTHM
TRICOMM SERVICES CORPORATION		TCOM
TRINITY VALLEY TEL CO		TVTC
TRUMANSBURG HOME TELEPHONE COMPANY		THTC
THD & ASSOCIATES INC.		THDA

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
TWIN LAKES TELEPHONE COOP CORP	THIN
UINTAH BASIN TELEPHONE ASSOC INC	UBAT
UNION TELEPHONE COMPANY, INC.	UNDZ
UNITED NATIVE AMERICAN TELECOMMUNICATION	UNAT
UNITED TEL CO OF FL D/B/A SPRINT	ICFM
UNITED TEL CO OF INDIANA, INC. D/B/A SPRINT	SOCC
UNITED TEL CO OF MO D/B/A SPRINT	UKCM
UNITED TEL CO OF NJ INC D/B/A SPRINT	UNRA
UNITED TEL CO OF PA D/B/A SPRINT	UTH
UNITED TEL CO OF THE CAROLINAS INC	UNMA
UNITED TEL CO OF TX, INC D/B/A SPRINT	PALO
UNITED TEL MUTUAL AID CORP	UNJZ
UNITED TELEPHONE ASSOC, INC	UNLA
UNITED TELEPHONE CO. OF EASTERN KANSAS D/B/A SPRINT	UTEK
UNITED TELEPHONE COMPANY OF KANSAS D/B/A SPRINT	UNQA
UNITED TELEPHONE COMPANY OF MINNESOTA D/B/A SPRINT	ALEX
UNITED TELEPHONE COMPANY OF OHIO D/B/A SPRINT	UNTO
UNITED TELEPHONE COMPANY OF THE NORTHMESD/B/A SPRINT	UTON

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
UNITED TELEPHONE SOUTHEAST, INC.	INTC
UNITED UTILITIES INC	UJI
UNIVERSAL TELEPHONE CO OF SOUTHWEST	STZH
US WEST COMMUNICATIONS, INC	MS
USER TECHNOLOGY ASSOCIATES, INC.	UTAI
UTELCO, INC.	UTEL
VALLEY TELECOMMUNICATIONS, INC.	VATI
VALLEY TELEPHONE COOPERATIVE, INC	VATC
VALLEY TELEPHONE COOPERATIVE, INC.	VTCI
VENTURE COMMUNICATIONS, INC.	VENT
VERMONT TELEPHONE COMPANY, INC.	VTC
VIRGIN ISLANDS TELEPHONE CORP CHARLOTTE AMALIE	VITC
VOYAGER TELECOMMUNICATIONS, INC.	VOYA
WABASH TELEPHONE COOPERATIVE, INC	WABH
WALNUT TELEPHONE COMPANY	HTC
WASHINGTON INTERNATIONAL TELEPORT, INC.	WIT
WAYSIDE TELEPHONE COMPANY, THE DBA/PTI COMMUNICATIONS	WASD
WEBSTER-CALHOUN COOPERATIVE	NCTC

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
MES-TEX TEL COOP INC	NEST
WEST RIVER COOPERATIVE TELEPHONE COMPANY	WRCT
WEST RIVER TELECOMMUNICATIONS COOPERATIV	HRMA
WEST TEXAS RURAL TEL COOP, INC	WTEX
WESTERN N.M. TELEPHONE CO INC	MMTC
WESTERN RESERVE TEL CO, THE	WRTC
WESTERN UNION CORPORATION	WUTT
WESTERN UNION INTL, INC	WUII
WHEAT STATE TEL CO, INC	WHFZ
WIGGINS TELEPHONE ASSOCIATION	WICC
HILTEL, INC.	LDXN
WINTERHAVEN TELEPHONE COMPANY	WINT
WINTHROP TELEPHONE COMPANY	WTRP
WISCONSIN BELL, INC. D/B/A AMERITECH	WT
WOOD COUNTY TELEPHONE COMPANY, INC.	WCTO
WOODBURY TELEPHONE COMPANY, THE	WOTC
WOODSTOCK TEL CO	WOOD
WORLD COMMUNICATIONS, INC.	ITTW

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
WORLD SAFEGUARD, INC.	WSGD
WORLDCOM FEDERAL SYSTEMS, INC. D/B/A MCI WORLDCOM	WFSI
WTG-EAST, INC.	LNET
WYOMING TELEPHONE COMPANY, INC. D/B/A CENTURYTEL	WYDZ
YUKON TELEPHONE COMPANY, INC.	YUKN

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DITCO DIRECTORY OF COMMERCIAL COMMUNICATIONS COMPANIES

THE ATTACHED DIRECTORY OF COMMUNICATION COMPANIES LISTS COMPANIES WHICH HAVE A BASIC AGREEMENT WITH DITCO. THE BASIC AGREEMENT IS NOT A CONTRACT. THE BASIC AGREEMENT CONTAINS ONLY GENERAL TERMS AND CONDITIONS. THE COMMUNICATIONS SERVICE AUTHORIZATION (CSA) IS THE CONTRACT WHICH LISTS THE PRICING, DELIVERY TERMS AND ETC. THE CSA INCORPORATES THE BASIC AGREEMENT BY REFERENCE OF THE AGREEMENT NUMBER. ANY OTHER SPECIAL TERMS, I.E. SECURITY REQUIREMENTS, MAINTENANCE AND ETC. MUST BE IDENTIFIED IN THE CSA.

IT SHOULD BE CLEARLY UNDERSTOOD THAT THE REQUIREMENTS OF THE COMPETITION IN CONTRACTING ACT OF 1984 (CICA) ARE APPLICABLE AND REQUIRE THE USE OF COMPETITIVE PROCEDURES WHEN USING A BASIC AGREEMENT. BASIC AGREEMENTS SHALL NOT BE REFERRED TO BY THE CONTRACTOR IN BIDS SUBMITTED IN RESPONSE TO INVITATION FOR BIDS NOR BECOME A PART OF ANY CONTRACT PLACED THROUGH THE PROCESS OF FORMAL ADVERTISING.

ONE COPY OF EACH BASIC AGREEMENT WAS FORWARDED TO THE FOLLOWING AGENCY OFFICES. IF YOUR OFFICE REQUIRES A COPY OF SAME, CONTACT THE FOLLOWING DISTRIBUTING OFFICE OF YOUR AGENCY FOR REPRODUCTION COPIES.

NAVY
SPACE AND NAVAL WARFARE SYSTEMS COMMAND
RESEARCH, ENGINEERING, CS & INFO SYSTEMS DIV
ATTN: SPAMAR 02-31A/CARLA BROWN
BUILDING 074, 4301 PACIFIC HIGHWAY
SAN DIEGO, CA 92110-3127

CARLA BROWN, CONTRACTING OFFICER, EXT 7204
HOURS 6:30-4, PACIFIC TIME
OFFICE DSN 524-XXXX, 619-524-XXXX
FAX DSN 524-7198 OR 2730
EMAIL: BROWNCAR@SPAMAR.NAVY.MIL

ARMY
U.S. ARMY SIGNAL COMMAND
USANETA ARMY TELECOMMUNICATIONS DIRECTORATE
ATTN: AFSN-1B
BUILDING 61801, ROOM 3560
ARIZONA STREET
FORT HUACHUCA, AZ 85613-5000

CALVIN KNIGHT, CHIEF, EXT. 7222
ADA VENEY, TELECOM SPECIALIST, EXT. 7934
KATHY EDWARDS, INFO SYS MGT SPEC, EXT 8039
HOURS 7-3:30, MOUNTAIN TIME
OFFICE DSN 879-XXXX, 520-538-XXXX
FAX DSN 879-7912
EMAIL: EDWARDSK@HQASC.ARMY.MIL

AIR FORCE
38TH ENGINEERING INSTALLATION WING
4022 HILLTOP ROAD
TINKER AFB, OK 73145-2713

ROBERT O'DAY, CHIEF, LCCK, EXT 9907
HOURS 7-4:30, CENTRAL TIME
OFFICE DSN 884-XXXX, 405-734-XXXX
FAX DSN 884-9220 OR 9937
EMAIL: BOB.ODAY@MAILGATE.EIN38.AF.MIL

DLA
DEFENSE LOGISTICS AGENCY
CANI/INFORMATION SVCS-NETWORKING TEAM
SUITE 1594
8725 JOHN J. KINGMAN ROAD
FORT BELVOIR, VA 22061-6221

JIM LIVENGOOD, TELECOM MGR, X3119
PATRICIA BROWN, TELECOM SPEC, X3124
HOURS 7:00-4:30, EASTERN TIME
OFFICE DSN 427-XXXX, 703-767-XXXX
FAX DSN 427-3153
EMAIL: PATRICIA_BROWN@HQ.DLA.MIL

PREPARED BY: DITCO/DT41, 2300 EAST DRIVE, SCOTT AFB, IL 62225-5406

REPORT NO. DITCO 120-

DITCO (SA) 120 - 01

DITCO DIRECTORY OF

COMMERCIAL COMMUNICATIONS COMPANIES

PREPARED BY
DISA/DITCO/DT41
2300 EAST DRIVE
SCOTT AFB, ILL 62225-5406

DITCO DIRECTORY OF
COMMERCIAL COMMUNICATIONS COMPANIES

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SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS

SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ABI	1	AMERICAN TELEPHONE & TELEGRAPH COMPANY ATTN: MS. EMA K. BRONN 8403 COLESVILLE ROAD. SILVER SPRINGS MD 20910-5603	DCA200-93-H-0018	09 NOV 92	C
ACTA	1	ACE TELEPHONE ASSOC P O BOX 360 207 E CEDAR ST HOUSTON MN 55943-0360	DCA200-85-H-0020	25 APR 85	B
ACTT	1	ACTION TELCOM COMPANY ATTN: MR. SEAN SPEARING SUITE 500 451 PINE STREET ABILENE TX 79601-5186	DCA200-92-H-0043	12 DEC 91	B
ALBT	1	ALBION TELEPHONE COMPANY INC ATTN: MR. ODEEN K. REDMAN, PRES. 225 WEST NORTH STREET POST OFFICE BOX 98 ALBION ID 83311	DCA200-92-H-0031	08 NOV 91	B
ALEX	1	UNITED TELEPHONE COMPANY OF MINNESOTA D/B/A SPRINT ATTN: RON DERTINGER 343 EAST 82ND STREET CHASKA MN 55318	DCA200-96-H-0017	12 FEB 96	C

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ALFS	1	ALASKA FIBER STAR, LLC ATTN: JOHN G. BURNS SUITE 150 1029 WEST 3RD AVENUE ANCHORAGE AK 99501	DCA200-97-H-0086	23 JUL 97	B
ALHA	1	ALMA TEL CO INC 101 MERCER STREET POST OFFICE BOX 2027 ALMA GA 31510-2027	DCA200-85-H-0004	05 FEB 85	A
ALOK	1	ALLTEL OKLAHOMA INC ATTN: MR. DAN KLINEDINST ONE ALLIED DRIVE POST OFFICE BOX 2177 LITTLE ROCK AR 72203-2177	DCA200-96-H-0073	10 JUN 96	B
ALSC	1	ALPHA LYRACOM SPACE COMMUNICATIONS, INC ATTN: MR. DOUGLAS GOLDSCHMIDT 1 PICKNICK PLAZA GREENWICH CT 06830	DCA200-91-H-0008	23 MAY 91	B
ALTX	1	TEXAS ALLTEL, INC. ATTN: KENNETH L. BARNES 2ND AND PEAR STREETS WINNIE TX 77665	DCA200-99-H-0002	01 MAR 99	C

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
AMSC	C	GTE GOVERNMENT SYSTEMS CORPORATION ATTN: 15000 CONFERENCE CENTER DR CHANTILLY VA 22021-3808	DCA200-99-D-5011		C
AMSC	1	GTE GOVERNMENT SYSTEMS CORPORATION ATTN: LINDA OVERMEYER 15000 CONFERENCE CENTER DR CHANTILLY VA 22021-3808	DCA200-96-H-0081	20 JUN 96	C
AQCI	1	APPLIED QUALITY COMMUNICATIONS, INC. ATTN: ALLAN L. MANDEL SUITE 212 6009 OXON HILL ROAD OXON HILL MD 20745-3170	DCA200-97-H-0035	21 NOV 96	A
ASTC	1	ARCTIC SLOPE TEL ASSN COOP, INC ATTN: MR. DAVID FANSKE 4300 B ST, SUITE 501 ANCHORAGE AK 99503-5900	DCA200-91-H-0017	13 SEP 91	B
AT	6	AT&T COMMUNICATIONS, INC. ATTN: COMM MGR - NORTHSTAR SYSTEM 1120 20TH STREET, N W WASHINGTON DC 20036-3406	DCA200 87 H 0024	10 JUL 87	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
AT	1	AT&T COMMUNICATIONS, INC. ATTN: ROLAND HAYES 7TH FLOOR 2920 K STREET WASHINGTON DC 20006	DCA200 87 H 0024	10 JUL 87	C
ATA	1	MUNICIPALITY OF ANCHORAGE D/B/A ANCHORAGE TELEPHONE UTILITY ATTN: MS. CAROLYN GORDAN, M.S #5 600 TELEPHONE AVE ANCHORAGE AK 99503-6091	DCA200-94-H-0007	26 MAY 94	Z
ATTH	1	AT&T CORP. ATTN: ROBERT LUKE SUITE 800 2020 K STREET NW WASHINGTON DC 20006-1806	DCA200-93-H-0018	09 NOV 92	C
AVTC	1	FRONTIER COMMUNICATIONS OF AUSABLE VALL 1649 ROUTE 9 FRONT STREET KEESEVILLE NY 12944	DCA200-89-H-0017	27 JAN 89	C
BALT	1	BALTIC TELECOM COOPERATIVE ATTN: GREG GRABLANDER 501 SECOND STREET POST OFFICE BOX 307 BALTIC SD 57003-0307	DCA200-97-H-0030	15 NOV 96	B
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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
BASI	1	BELL ATLANTICOM SYSTEMS INC ATTN: 6TH FLOOR 8484 GEORGIA AVENUE SILVER SPRING ND 20910-5609	DCA200 92 H 0095	03 MAR 92	C
BAYT	1	BAY AREA TELEPORT, INC. ATTN: MR. MICHAEL ROSENQUIST, EXEC VP SUITE 260 1141 HARBOR BAY PARKWAY ALAMEDA CA 94501	DCA200 92 H 0020	30 OCT 91	C
BBNP	1	BBN PLANET CORPORATION ATTN: KATHLEEN DAHILL 150 CAMBRIDGE PARK DR. CAMBRIDGE MA 02140	DCA200-95-H-0017	27 SEP 95	C
BBTC	1	BRISTOL BAY TEL COOP, INC ATTN: LAUREL A. BILL PO BOX 259 KING SALMON AK 99613-0259	DCA200 89 H 0020	13 FEB 89	B
BCRI	1	BELL COMMUNICATIONS RESEARCH, INC. ATTN: KEVIN MCCREA ROOM PYA 2-6-326 3 CORPORATE PLACE PISCATAWAY NJ 08854-4199	DCA200 85 H 0017	08 APR 85	C

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
BEKC	1	BEK COMMUNICATIONS I, INC. ATTN: JEROME LISHMACK 200 EAST BROADWAY POST OFFICE BOX 200 STEELE ND 58482-0200	DCA200-96-H-0127	11 SEP 96	B
BETL	1	BETTLES TELEPHONE COMPANY ATTN: MICHAEL GARRETT 191 OTTO STREET POST OFFICE BOX 222 PORT TOWNSEND WA 98368-0222	DCA200 96 H 0086	26 JUN 96	B
BEUA	1	BENTON RIDGE TEL CO, THE ATTN: DONALD E EYANS 140 MAIN STREET POST OFFICE BOX 180 BENTON RIDGE OH 45816-0180	DCA200-96-H-0033	19 MAR 96	B
BLUE	1	BLUE VALLEY TELEPHONE COMPANY ATTN: TERRY O'NEIL ROUTE 1 POST OFFICE BOX 82A HOME KS 66438-9762	DCA200-97-H-0005	30 OCT 96	B
BLUS	1	BLUESTEM TELEPHONE COMPANY, INC. ATTN: GLENDA SALTER 601 MAIN STREET POST OFFICE BOX 408 AMERICUS KS 66835-9707	DCA200-98-H-0001	23 DEC 97	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
BN	1	NEVADA BELL ATTN: MS. FRAM REDMON P.O. BOX 11010 645 E PLUMB LANE ROOM A103 RENO NV 89520-0005	DCA200-89-H-0061	12 SEP 89	C
BP	1	BELL ATLANTIC - PENNSYLVANIA, INC. ATTN: 1717 ARCH STREET PHILADELPHIA PA 19103	DCA200-97-H-0054	21 NOV 96	C
BRDT	1	BRANDENBURG TELEPHONE COMPANY, INC. ATTN: MS. ALLISON HILLOUGHBY 332 EAST BROADWAY POST OFFICE BOX 599 BRANDENBURG KY 40108-0599	DCA200-97-H-0029	15 NOV 96	B
BRTC	1	BALLARD RURAL TEL COOP CORP, INC ATTN: HARLON E. PARKER 159 WEST SECOND STREET POST OFFICE BOX 209 LA CENTER KY 42056-0209	DCA200 96 H 0010	30 JAN 96	B
BSGS	1	BELL SOUTH COMMUNICATIONS, INC SUITE 412 1967 LAKESIDE PARKWAY TUCKER GA 30084-0412	DCA200 87 H 0027	17 SEP 87	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
BTCI	1	BADGER TELECOM, INC. ATTN: GENE THEIDE 422 MEHETT STREET POST OFFICE BOX 151 NEILLSVILLE WI 54456-1924	DCA200-97-H-0022	15 NOV 96	C
BUSH	1	BUSH-TELL, INC P O BOX 109 ANYAK AK 99557	DCA200-79-H-0061	05 MAR 79	B
CAPR	1	CAP ROCK TELEPHONE COOPERATIVE, INC. ATTN: JIM WHITEFIELD 121 EAST THIRD STREET POST OFFICE BOX 300 SPUR TX 79370-0300	DCA200-97-H-0082	21 APR 97	B
CAVA	1	CASCADE AUTOVON COMPANY D/B/A PII COMMUNICATIONS ATTN: JON ERICKSON 131 SECOND EAST NORTH BEND WA 98045-9416	DCA200-96-H-0078	17 JUN 96	C
CAHM	1	CABLE & WIRELESS, INC. ATTN: MICHAEL J. MCGUIRE 1919 GALLONS ROAD VIENNA VA 22180-3964	DCA200 87 H 0026	07 AUG 87	C
CEEZ	1	FRONTIER COMMUNICATIONS OF MINNESOTA, INC. 14450 BURNHAYEN DRIVE POST OFFICE BOX 1527 BURNSVILLE MN 55337-6125	IDCA200 89 H 0045	31 MAR 89	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CENN	1	CENTRAL TEL CO-NORTH CAROLINA D/B/A SPRINT ATTN: HERB HENDERSON 328 FIRST AVENUE N.W. POST OFFICE BOX 2308 HICKORY NC 28601-2308	DCA200 96 H 0079	19 JUN 96	C
CENT	1	CENTURY TELEPHONE COMPANY, INC. ATTN: NICK BOHMAN, VP 6501 COLISEUM BLVD ALEXANDRIA LA 71303	DCA200-93-H-0009	23 OCT 92	C
CEOB	1	FRONTIER COMMUNICATIONS OF IOWA, INC. ATTN: JAMES E. PETERSON 600 1ST AVENUE NORTH POST OFFICE BOX 1038 FORT DODGE IA 50501-9971	DCA200 96 H 0066	21 MAY 96	C
CETL	1	CENTRAL TELEPHONE COMPANY OF ILLINOIS D/B/A SPRINT ATTN: DIV COMM MGR 200 1/2 MINER ST DES PLAINES IL 60016-4779	DCA200 89 H 0047	31 MAR 89	C
CFNE	1	CHURCHILL COUNTY TELEPHONE & TELEGRAPH ATTN: TED P. HUNNEMELL 50 WEST WILLIAMS AVENUE POST OFFICE BOX 1390 FALLON NV 89407-1390	DCA200 96-H-0034	20 MAR 96	C

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CHKV	1	CHUGWATER TELEPHONE COMPANY ATTN: MR. JAMES R. MCGUIRE 225 SECOND STREET POST OFFICE BOX 223 CHUGWATER WY 82210-0223	DCA200 91 H 0015	13 SEP 91	B
CHSV	1	CHICKSAW TELEPHONE COMPANY ATTN: MR. J. B. BRIGHT 124 WEST VINITA POST OFFICE BOX 460 SULPHUR OK 73086-0460	DCA200 96 H 0060	09 MAY 96	B
CIGD	1	CITIZENS UTILITIES COMPANY ATTN: DOTTIE PETERSON 2202 STOCKTON HILL RD POST OFFICE BOX 3609 KINGMAN AZ 86402-3609	DCA200-92-H-0014	22 OCT 91	C
CIT	1	CONTEL OF CALIFORNIA, INC ATTN: MR. MICHAEL BURKE, VP 16071 MOJAVE DR VICTORVILLE CA 92392-3699	DCA200 92 H 0019	30 OCT 91	C
CLAR	1	CLEAR LAKE INDEPENDENT TELEPHONE CO ATTN: MR. THOMAS A. LOVELL 187 N 4TH STREET POST OFFICE BOX 66 CLEAR LAKE IA 50428-0066	DCA200 92 H 0044	20 DEC 91	A

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CLRK	1	CLARK FORK TELECOMMUNICATIONS, INC. ATTN: EARL R. OWENS 1221 NORTH RUSSELL STREET MISSOULA MT 59802-1898	DCA200-97-H-0001	29 OCT 96	B
CLYM	1	CLYMER TEL CO, INC 201 E FOURTH STREET PO BOX 850 JAMESTOWN NY 14702-0850	DCA200-89-H-0009	23 JAN 89	C
CMCI	1	CENTRAL MONTANA COMMUNICATIONS, INC. ATTN: RICHARD STEVENS 2121 HIGHWAY 2 NH POST OFFICE BOX 751 HAYRE MT 59501-0751	DCA200-96-H-0028	12 MAR 96	B
CHGN	1	COMSAT GENERAL CORP ATTN: DEAN A. KREMER ROCK SPRING ONE, 4TH FLOOR 4500 ROCK SPRING DRIVE BETHESDA MD 20817-1146	DCA200-96-H-0049	08 APR 96	C
CMLI	1	COMPRESSTON LABS, INC ATTN: MR. WILLIAM A BERRY 350 EAST PLUMERIA DRIVE SAN JOSE CA 95134-1900	DCA200-91-H-0013	06 SEP 91	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CHSA	1	CICI, INC. D/27A IDR INTERNATIONAL ATTN: JAMES T. MCKENNA, VP-GOVT SALES SUITE 460 15245 SHADY GROVE ROAD ROCKVILLE MD 20850-3222	DCA200-92-H-0127	02 JUN 92	C
CNTC	1	CONSOLIDATED TEL CO OF MN ATTN: MARVIN C. NICOLAI 1102 MADISON STREET POST OFFICE BOX B BRainerd MN 56401-0972	DCA200 96 H 0084	21 JUN 96	B
COGE	1	COMMONHEALTH TELEPHONE 100 LAKE STREET POST OFFICE BOX 1000 DALLAS PA 18612-1000	DCA200 78 H 0043	12 SEP 78	B
COJV	1	COASTAL UTILITIES INC ATTN: EARL F. PHILLIPS 100 RYON AVENUE POST OFFICE BOX 585 HINESVILLE GA 31313-0585	DCA200-97-H-0004	31 OCT 96	B
CONI	1	CONSOLIDATED NETWORK, INC ATTN: MR. MIKE SMITH SUITE 400 540 MARYILLE CENTER DRIVE ST. LOUIS MO 63141-5833	DCA200-90-H-0008	04 AUG 90	B

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS (LISTED ALPHABETICALLY BY SYMBOL)					
COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
COPA	1	CORDOVA TELEPHONE COOPERATIVE, INC 611 SECOND ST PO BOX 459 CORDOVA AK 99574-0459	DCA200 89 H 0034	13 FEB 89	B
COPY	1	COPPER VALLEY TEL CO-OP ATTN: MR. SCOTT L. SMITH BOX 337 VALDEZ AK 99686-0337	DCA200 92 H 0026	30 OCT 91	B
CORC	1	CORCORAN GROUP, INC. ATTN: SYLVIA C. T. WILSON SUITE SF-119 113 NORTH FIFTH STREET MINNEAPOLIS MN 55403-1604	DCA200-96-H-0021	27 FEB 96	B
COST	1	COASTAL TELEPHONE & ELECTRONICS CORPORATION ATTN: NICK BONMAN, VP 6901 COLISEUM BLVD ALEXANDRIA LA 71303	DCA200 93 H 0012	03 NOV 92	C
COTS	1	CONTEL OF THE SOUTH, INC. D/B/A GTE SYSTEMS OF THE SOUTH ATTN: JAMES D. BENNETT, V.P. SALES ONE TAMPA CENTER 201 N. FRANKLIN STREET TAMPA FL 33602	DCA200 92 H 0142	10 JUL 92	C
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SECTION A					
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS (LISTED ALPHABETICALLY BY SYMBOL)					
COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
COUI	1	COMMUNICATIONS UNLIMITED, INC ATTN: DARRELL J. THOMAS, PRESIDENT 2727 TONGASS AVE POST OFFICE BOX 6598 KETCHIKAN AK 99901-9102	DCA200-93-H-0030	12 MAY 93	B
CP	1	BELL ATLANTIC - WASHINGTON, D.C., INC. ATTN: MS. BEVERLY DEASY 1710 H. STREET, NW, 9TH FL WASHINGTON DC 20006-4649	DCA200-97-H-0055	21 NOV 96	C
CPB	1	BELL ATLANTIC - MARYLAND, INC. ATTN: MS. BEVERLY DEASY 1710 H. STREET, NW, 9TH FL WASHINGTON DC 20006-4649	DCA200-97-H-0052	21 NOV 96	C
CPU	1	CP NATIONAL CORPORATION D/B/A ALLTEL NEVADA, INC. ATTN: DAVID L THOMAS SUITE 400 2121 NORTH CALIFORNIA BLVD WALNUT CREEK CA 94596-8192	DCA200 92 H 0052	30 DEC 91	B
CPV	1	BELL ATLANTIC - VIRGINIA, INC. ATTN: MS. BEVERLY DEASY 600 EAST MAIN STREET RICHMOND VA 23219	DCA200-97-H-0050	21 NOV 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CPM	1	BELL ATLANTIC - WEST VIRGINIA, INC. ATTN: MS. BEVERLY DEASY 1710 H. STREET, NW, 9TH FL WASHINGTON DC 20006-4649	DCA200-97-H-0049	21 NOV 96	C
CRAW	1	CRAW-KAN TELEPHONE COOPERATIVE, INC ATTN: MR. LYNDELL L. HURT 200 NORTH OZARK POST OFFICE BOX 100 GIBARD KS 66743-0100	DCA200-96-H-0056	23 APR 96	B
CROS	1	CROSS TELEPHONE CO. INC ATTN: 704 THIRD AVE PO BOX 9 WARNER OK 74469-0009	DCA200 89 H 0051	30 MAY 89	A
CRPS	1	CONSOLIDATED TELCO INC ATTN: CHARLES L. FAST 6900 VAN DORN ST. SUITE 21 PO BOX 6147 LINCOLN NE 68506-0147	DCA200-97-H-0037	21 NOV 96	B
CRUZ	1	CRUISEPHONE, INC. ATTN: JOHN A RASMUSSEN SUITE 1800 1100 PARK CENTRAL BLVD SOUTH POMPANO BEACH FL 33064-2211	DCA200-96-H-0004	11 JAN 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CS	1	CINCINNATI BELL ATTN: REGINALD MORRIS ROOM 1137, PO BOX 2301 201 E. FOURTH ST, BLDG 102-1180 CINCINNATI OH 45201-2301	DCA200 96 H 0043	03 APR 96	C
CSRT	1	CHEYENNE RIVER SIOUX TRIBE TELEPHONE AUTHORITY ATTN: J. D. WILLIAMS 100 MAIN STREET POST OFFICE BOX 810 EAGLE BUTTE SD 57625-0810	DCA200-97-H-0042	21 NOV 96	A
CSTC	1	CENTRAL SCOTT TELEPHONE COMPANY ATTN: MR. M. NORMAN HARVEY 125 NORTH SECOND STREET POST OFFICE BOX 260 ELDRIDGE IA 52748-0260	DCA200-96-H-0106	06 AUG 96	B
CSTE	1	CENTRAL STATE TELEPHONE COMPANY ATTN: MR. MICHAEL THIEL 106 NORTH VIRGINIA STREET POST OFFICE BOX 125 VESPER MI 54489-0125	DCA200-96-H-0008	26 JAN 96	B
CTCM	1	CENTURY TELEPHONE OF MICHIGAN, INC. P O BOX 658 4399 NORTH HURON ROAD PINCONNING MI 48650-0658	DCA200-93-H-0016	09 NOV 92	C

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CTCO	1	CAMERON TELEPHONE COMPANY ATTN: MS JANE CARLOCK POST OFFICE BOX 167 SULPHUR LA 70664-0167	DCA200-96-H-0114	13 AUG 96	B
CTEL	1	CENTURYTEL OF MINNESOTA, INC D/B/A CENTURYTEL ATTN: JAMES MURPHY 120 EAST MILWAUKEE STREET TOMAH WI 54660	DCA200-98-H-0007	30 SEP 98	C
CTGI	1	IXC CARRIER, INC. ATTN: MR. KEN E. HINTHER 1122 CAPITAL OF TEXAS HIGH AUSTIN TX 78746-6426	DCA200-96-H-0108	07 AUG 96	B
CTGS	1	CITIZENS TELECOMMUNICATIONS CO OF GOLDEN STATE D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT S CRUM 1150 MAIN STREET COLUSA CA 95932	DCA200-97-H-0070	21 NOV 96	C
CTID	1	CITIZENS TELECOMMUNICATIONS COMPANY OF STATE D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT CRUM 201 LENORA STREET POST OFFICE BOX 926 MCCALL ID 83638	DCA200-97-H-0066	21 NOV 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CTMI	1	CENTURY TELEPHONE MIDWEST, INC. ATTN: DOUG ALDEN P O BOX 96 CHESANING MI 48616-0096	DCA200-97-H-0061	21 NOV 96	C
CTMN	1	CONTEL OF MINNESOTA, INC. C/O GTE BUSINESS OPERATIONS & BILLING ATTN: MS ELOISE SHIRES MC - HOD 0362 2200 WEST AIRFIELD DRIVE DALLAS/FT WORTH TX 75261-0000	DCA200-94-H-0009	20 JUN 94	C
CTMS	1	CITIZENS MOUNTAIN STATE TELEPHONE D/B/A CITIZENS COMMUNICATIONS ATTN: JOSEPH J. SULLIVAN, III DEPOT STREET POST OFFICE BOX 40 MASONTOWN WV 26542	COMPADCA200-97-H-0071	21 NOV 96	C
CTMT	1	CITIZENS TELECOMMUNICATIONS COMPANY OF STATE D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT CRUM 114 EAST FOURTH STREET LIBBY MT 59923	DCA200-97-H-0065	21 NOV 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CTNC	1	CAROLINA TELEPHONE & TELEGRAPH COMPANY D/B/A SPRINT ATTN: HERB HENDERSON 14111 CAPITAL BLVD MAKE FOREST NC 27587-5900	DCA200-97-H-0059	21 NOV 96	C
CTWT	1	GREAT PLAINS COMMUNICATIONS, INC ATTN: MS. KATHY H. TRIPP 1635 FRONT STREET POST OFFICE BOX 500 BLAIR NE 68008-0500	DCA200-96-H-0115	13 AUG 96	B
CTNV	1	CITIZENS TELECOMMUNICATIONS CO OF NEVAD D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT S. CRUM 111 WEST FRON STREET ELKO NV 89801	NEVADCA200-97-H-0056	21 NOV 96	C
CTNY	1	CITIZENS TELECOMMUNICATIONS CO OF NY D/B/A CITIZENS COMMUNICATIONS ATTN: PETER N. FERENKO ADMINISTRATIVE OFFICES HIGH RIDGE PARK STAMFORD CT 06905	INDCA200-97-H-0003	16 OCT 96	C
CTTU	1	CITIZENS TELECOMMUNICATIONS CO OF TUOLU D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT S. CRUM 18619 PINE STREET TUOLUMNE CA 95379	TUOLUDCA200-97-H-0069	21 NOV 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CTUT	1	CITIZENS TELECOMMUNICATIONS COMPANY OF D/B/A CITIZENS COMMUNICATIONS ATTN: ROBERT CRUM 40 WEST 100 NORTH TREMONTON UT 84337	DCA200-97-H-0064	21 NOV 96	C
CU	1	CITIZENS UTILITIES CO. OF CALIFORNIA ATTN: RICHARD F. CHANDLER, DIR OF MKTG 1035 PLACER STREET PO BOX 496020 REDDING CA 96049-6020	DCA200-93-H-0040	17 SEP 93	C
CUCP	1	CITIZENS UTILITIES CO. OF PENNSYLVANIA ATTN: MR. ROBERT L. O'BRIEN, VP HIGH RIDGE PARK STAMFORD CT 06905	DCA200 92 H 0154	28 AUG 92	C
CHSD	1	COMSAT CORPORATION ATTN: INTERNATIONAL COMMUNICATIONS DIVI 6560 ROCK SPRING DRIVE BETHESDA MD 20817-1146	DCA200-96-H-0113	12 AUG 96	C
CHSD	2	COMSAT CORPORATION ATTN: MOBILE COMMUNICATIONS DIVISION 22300 COMSAT DRIVE CLARKSBURG MD 20871-9475	DCA200-96-H-0113	12 AUG 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
CMSD	3	COMSAT CORPORATION ATTN: WORLD SYSTEMS DIVISION 6560 ROCK SPRING DRIVE BETHESDA MD 20817-1146	DCA200-96-H-0113	12 AUG 96	C
DAFT	1	DUNKIRK AND FREDONIA TELEPHONE CO ATTN: BRUCE PASCHKE, VP-FINANCE 40 TEMPLE STREET FREDONIA NY 14063-0209	DCA200-92-H-0076	25 FEB 92	C
DALT	1	DALTON TELEPHONE COMPANY INC ATTN: MR. LOHELL L. SHANSON 321 LESSMAN STREET DALTON NE 69131-0037	DCA200-92-H-0011	18 OCT 91	B
DCRT	1	DAKOTA CENTRAL TELECOMMUNICATIONS COOPEDCA200 96-H-0091 ATTN: ROBERT A. HILL 430 5TH STREET NORTH POST OFFICE BOX 299 CARRINGTON ND 58421-0299	DCA200 96 H 0067	10 JUL 96	B
DCTI	1	DAKOTA COOP TELECOMMUNICATIONS, INC ATTN: THOMAS W. HERTZ EAST HIGHWAY 46 POST OFFICE BOX 66 IRENE SD 57037-0066	DCA200 96 H 0067	22 MAY 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
DELL	1	DELL TELEPHONE COOPERATIVE, INC. ATTN: DALE L. FLACH 612 SOUTH MAIN STREET POST OFFICE BOX 678 DELL CITY TX 79837-0678	DCA200-96-H-0059	07 MAY 96	B
DEPO	1	DEPOSIT TELEPHONE COMPANY, INC. D/B/A TDS TELECOM ATTN: MR. PETER H. FEEHAN 87 FRONT STREET POST OFFICE BOX 87 DEPOSIT NY 13754-0087	DCA200-96-H-0032	18 MAR 96	B
DLHI	1	DELHI TELEPHONE COMPANY, THE ATTN: MR. STEPHEN G. OLES 107 MAIN STREET POST OFFICE BOX 271 DELHI NY 13753-0271	DCA200-96-H-0019	14 FEB 96	B
DRCI	1	DICKEY RURAL COMMUNICATIONS, INC. ATTN: ROGER L. JOHNSON HIGHWAY 281 NORTH POST OFFICE BOX 69 ELLENDALE ND 58436-0069	DCA200-97-H-0067	21 NOV 96	B
DS	1	BELL ATLANTIC - DELAWARE, INC. ATTN: MS. BEVERLY DEASY 901 FATNALL STREET WILMINGTON DE 19801	DCA200-97-H-0051	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
DSI	1	DEFENSE SYSTEMS INC. ATTN: MR. R. DEAN FIERY 1240 FENWICK GARTH ARNOLD MD 21012	DCA200 92 H 0028	30 OCT 91	B
DTCI	1	DARIEN TELEPHONE CO., THE ATTN: KEN JOHNSON 1011 NORTHWAY PO BOX 575 DARIEN GA 30305-0575	DCA200-97-H-0013	05 NOV 96	B
ELPC	1	EL PASO COUNTY TELEPHONE CO DBA US WEST COMMUNICATIONS, INC 430 PEYTON HIGHWAY COLORADO SPRGS CO 80930-9599	DCA200-90-H-0005	28 DEC 89	C
ELTR	1	ELECTRA LIMITED, INC. ATTN: MR. CRAIG S. BROOKS SUITE 302 4205 DEL RAY AVENUE BETHESDA MD 20814-2527	DCA200-96-H-0040	01 APR 96	B
ELYT	1	ELYRIA TEL CO 363 THIRD ST ELYRIA OH 44036-2033	DCA200 85 H 0093	24 JUL 85	B
EMER	1	EMERY COUNTY FARMERS UNION TEL ASSN, INDCA200 P O BOX 629 150 S MAIN ST ORANGEVILLE UT 84537-4537	89 H 0036	13 FEB 89	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ENMX	1	EASTERN NEW MEXICO RURAL TELEPHONE COOPERATIVE ATTN: FRANK DOTTLER 7111 NORTH PRINCE STREET POST OFFICE DRAWER 1947 CLOVIS NM 88102-1947	DCA200-96-H-0102	22 JUL 96	B
EPOC	1	EPOCH NETWORKS, INC. ATTN: MR. KEITH PINTER 18201 VON KARMAN AVENUE 5TH FLOOR IRVINE CA 92612	DCA200-99-H-0006	27 SEP 99	B
ERST	1	EASTERN SLOPE RURAL TEL ASSOC INC ATTN: MS LYNN FISHER 403 THIRD STREET POST OFFICE BOX 397 HUGO CO 80821-0397	DCA200 92 H 0003	11 OCT 91	B
ESAT	1	ESATEL COMMUNICATIONS, INC. ATTN: JACK REBMAN SUITE 430 4900 SEMINARY ROAD ALEXANDRIA VA 22311	DCA200-96-H-0101	18 JUL 96	A
ETE	1	ELLENSBURG TELEPHONE COMPANY ATTN: MR. A F EASTHAM JR, V PRES 306 NORTH RUBY STREET POST OFFICE BOX 308 ELLENSBURG WA 98926-0308	DCA200 92 H 0027	30 OCT 91	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
EVAN	1	EVANGELINE TELEPHONE COMPANY ATTN: NICK BOHMAN, VP 602 THEOPHILE VILLE PLATTE LA 70586-0216	DCA200 93 H 0017	09 NOV 92	C
EVEC	1	CENTURYTEL OF EAGLE, INC. D/B/A CENTURYTEL ATTN: H. H. SIMPSON 805 BROADWAY P.O. BOX 9901 VANCOUVER WA 98668-8701	DCA200 96 H 0018	13 FEB 96	C
FARM	1	FARMER TELEPHONE COOP, INC PO BOX 588 KINGSTREE SC 29556-0588	DCA200 89 H 0033	13 FEB 89	B
FBTC	1	FORT BEND TELEPHONE COMPANY ATTN: MR. DOYLE G. CALLENDER 2012 AVENUE G POST OFFICE BOX 1127 ROSENBERG TX 77471-1127	DCA200-91-H-0026	30 SEP 91	B
FOOT	1	FOOTHILLS RURAL TEL COOP CORP, INC ATTN: PAUL E. PRESTON 1621 KENTUCKY RT 40 WEST POST OFFICE BOX 240 STAFFORDSVILLE KY 41256-9050	DCA200-96-H-0118	15 AUG 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GALR	1	GALLATIN RIVER COMMUNICATIONS, L.L.P. ATTN: MR. PHILIP FELICE 2720 RIVER ROAD, SUITE 248 DES PLAINES IL 60018	DCA200-99-H-0001	01 NOV 98	B
GBTC	1	GOLDEN BELT TEL ASSN, INC, THE ATTN: MR. DAN MALTBY, OFFICE MGR PO BOX 229 RUSH CENTER KS 67575-0229	DCA200 92 H 0021	30 OCT 91	B
GCI	1	GENERAL COMMUNICATIONS, INC ATTN: MC. NANCY SNYDER 2550 DENALI ST, SUITE 1100 ANCHORAGE AK 99503-2781	DCA200 85 H 0028	16 MAY 85	B
GCTC	1	GRIGGS COUNTY TELEPHONE COMPANY ATTN: RAY BROWN 905 LENHAM AVENUE, SE POST OFFICE BOX 506 COOPERSTOWN ND 58425-0506	DCA200-96-H-0095	15 JUL 96	B
GECZ	1	GTE FLORIDA INCORPORATED ATTN: R. L. BENNETT MC 1301-620 1907 US HIGHWAY 301 NORTH TAMPA FL 33619-2639	DCA200-97-H-0028	15 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GFTC	1	GULF TELEPHONE COMPANY ATTN: MR. JOHN H. VAUGH 115 WEST DREN STREET POST OFFICE BOX 1120 PERRY FL 32347-1120	DCA200 96 H 0058	24 APR 96	B
GGSI	1	GST GOVERNMENT SYSTEMS, INC. ATTN: PAT EDWARDS 4317 NORTH EAST THURSTON N VANCOUVER WA 98662	DCA200-97-H-0062	21 NOV 96	B
GITC	1	GERMANTOWN INDEPENDENT TEL CO 32-36 NORTH PLUM ST GERMANTOWN OH 45327-0157	DCA200 85 H 0023	06 MAY 85	B
GLSA	1	GLS ASSOCIATES, INC. ATTN: CHRISTOPHER J. SENTIMORE SUITE G110 11 CANAL CENTER PLAZA ALEXANDRIA VA 22314-1595	DCA200-96-H-0082	20 JUN 96	A
GLST	1	TELEPHONE UTILITIES OF THE NORTHLAND, D/S/A PTT COMMUNICATIONS ATTN: BERNADETTE MURRAY 3940 ARCTIC BLVD ANCHORAGE AK 99503-5711	IDCA200-97-H-0041	21 NOV 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GLTI	1	GREAT LAKES TELECOM INC. 17520 W. 12 MILE ROAD, #20 SOUTHFIELD MI 48076	DCA200-86-H-0018	20 NOV 85	A
GORT	1	GORHAM TELEPHONE COMPANY ATTN: MR. JOHN L. MURPHY 109 EAST HIGHWAY 40 GORHAM KS 67640-0235	DCA200 92-H-0015	22 OCT 91	B
GRMT	1	GRAND RIVER MUTUAL TEL CORP ATTN: GERRY HOLMAN TARIFFS & ACCESS COO 1001 KENTUCKY STREET PRINCETON MO 64673-1074	DCA200 92 H 0131	12 JUN 92	B
GSOT	1	GTE SOUTHWEST INCORPORATED ATTN: MS. ELOISE SHIRES, SR APPLIC SPEC 8550 EESTERS BLVD IRVING TX 75063-2205	DCA200-92-H-0068	24 FEB 92	C
GSTI	1	GRANITE STATE TELEPHONE, INC. ATTN: BARBARA A. RAND 600 SOUTH STARK HIGHWAY POST OFFICE BOX 87 WEARE NH 03281-0087	DCA200-96-H-0117	14 AUG 96	B
GTA	1	GUAM TELEPHONE AUTHORITY ATTN: MR. VINCENTE N CAMACHO POST OFFICE BOX 9008 TAMUNING GU 96931	DCA200-90-H-0015	18 OCT 90	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GTAR	1	GTE ARKANSAS, INC. ATTN: DIANA C. ROBINSON 700 HIDDEN RIDGE, MAIL STO POST OFFICE BOX 152092 IRVING TX 75015-2092	DCA200-97-H-0079	25 MAR 97	C
GTCO	1	GULF TELEPHONE COMPANY ALABAMA CORP ATTN: ROBERT J. MACKEY JR. 100 WEST LAUREL POST OFFICE DRAWER 670 FOLEY AL 36536-0670	DCA200-96-H-0098	17 JUL 96	B
GTEA	1	GTE AIRFONE INCORPORATED ATTN: MARY THRASHER 2809 BUTTERFIELD ROAD POST OFFICE BOX 9000 OAK BROOK IL 60522-9000	DCA200-96-H-0103	05 AUG 96	C
GTEC	1	GTE COMMUNICATIONS CORP ATTN: R. L. BENNETT MC FLGT-620 1907 US HIGHWAY 301 NORTH TAMPA FL 33619-2639	DCA200-97-H-0027	15 NOV 96	C
GTFL	1	GTFL 2801 TOWNSGATE ROAD MC-CAM268NB THOUSAND OAKS CA 91361	DCA200-97-H-0008	17 OCT 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GTEN	1	GTE SPACENET CORPORATION ATTN: MS. DOROTHY W. PINES 1700 OLD MEADOW ROAD MCLEAN VA 22102	DCA200-92-H-0008	15 OCT 91	C
GTES	1	GTE TELECOM INC GOVERNMENT SYSTEMS - NSI ATTN: MS. SUZANNE N. GERHART 1450 ACADEMY PARK LOOP COLORADO SPRINGS CO 80910-3725	DCA200-92-H-0001	01 OCT 91	C
GTMD	1	GTE MIDWEST, INC. ATTN: DIANA C. ROBINSON 700 HIDDEN RIDGE, MAIL STO POST OFFICE BOX 152092 IRVING TX 75015-2092	DCA200-97-H-0081	27 MAR 97	C
GTNO	1	GTE NORTH INCORPORATED ATTN: DIANA C. ROBINSON 700 HIDDEN RIDGE, MAIL STO POST OFFICE BOX 152092 IRVING TX 75015-2092	DCA200-97-H-0080	26 MAR 97	C
GTS	1	GTE CALIFORNIA INCORPORATED ATTN: MARK HORWITZ 2801 TOWNSGATE ROAD THOUSAND OAKS CA 91361	DCA200-97-H-0010	01 NOV 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
GTSC	1	GTE SERVICE CORPORATION ATTN: MS. ERNIE GORMSEN SUITE 1700 1850 "M" STREET, NW WASHINGTON, DC 20036-5803	DCA200-97-H-0063	21 NOV 96	C	
GTSE	1	GTE SOUTH, INCORPORATED ATTN: R. L. BENNETT, MC 1301-620 1907 US HIGHWAY 301, NORTH TAMPA FL 33619-2639	DCA200 92 H 0136	30 JUN 92	C	
GTT	1	GTE NORTHWEST INCORPORATED ATTN: TRUDIE WILEY, ACCOUNT REP./CAM33T 3500 WILLOW LANE THOUSAND OAKS CA 91361-4921	DCA200 92 H 0074	25 FEB 92	C	
GTTI	1	GTE TELECOM INTERNATIONAL INCORPORATED ATTN: MARCUS A. STALEY SUITE 300 1450 ACADEMY PARK LOOP COLORADO SPRINGS CO 80910-3753	DCA200-96-H-0003	08 NOV 95	C	
GHSI	1	GOLDEN NEST COMMUNICATIONS, INC. ATTN: DAVID LAFFEE 410 CROWN STREET POST OFFICE BOX 411 HALL SD 57790-0411	DCA200-97-H-0072	27 NOV 96	B	
GWTC	1	GOLDEN NEST TEL CO-OP, INC 410 CROWN STREET HALL SD 57790	DCA200 85 H 0040	07 JUN 85	B	
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE	
HADZ	1	GTE HAWAIIAN TELEPHONE COMPANY, INC. ATTN: EARL M. KANEHIRA 1177 BISHOP STREET PO BOX 2200 MC-A9 HONOLULU HI 96841-0001	DCA200 96 H 0047	05 APR 96	C	
HARA	1	HAVILAND TEL CO, INC BOX 308 106 N MAIN HAVILAND KS 67059	DCA200 85 H 0035	30 MAY 85	B	
HARG	1	HARGRAY TELEPHONE CO, INC P O BOX 2000 HILTON HEAD SC 29938-2000	DCA200 80 H 0026	18 JUN 80	B	
HARN	1	HARVEY TELEPHONE SERVICE ATTN: ELDEN MEEDER 546 N BROADWAY BURNS OR 97720	DCA200 87 H 0008	09 FEB 87	B	
HEIN	1	HEINS TELEPHONE CO PO BOX 1209 106 GORDON ST SANFORD NC 27330-1209	DCA200 88 H 0013	10 MAR 88	B	
HOME	1	HOME TELEPHONE CO, THE ATTN: SCOTT W. COMAN, GEN MGR 112 FIRST AVENUE NW POST OFFICE BOX 158 GRAND MEADOW MN 55936-0158	DCA200 92 H 0090	03 MAR 92	B	
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HOOP	1	HOOPER TELEPHONE COMPANY ATTN: DAVE NILLES 101 NORTH ELM STREET POST OFFICE BOX 47 HOOPER NE 68031-0047	DCA200-96-H-0109	08 AUG 96	B
HORR	1	HORRY TELEPHONE COOPERATIVE, INC. ATTN: MS. ISLA MAE SPIVEY 3480 HIGHWAY 701 NORTH CONWAY SC 29526	DCA200-92-H-0042	03 DEC 91	B
HOTC	1	CENTURYTEL OF NORTH MISSISSIPPI, INC. ATTN: HARLIN HAMES VP 7045 COCHRAN STREET OLIVE BRANCH MS 38654	DCA200 93 H 0010	23 OCT 92	C
HOTT	1	HOME TELEPHONE COMPANY, INC ATTN: COLLEEN S. FINCH 200 FRAM STREET POST OFFICE BOX 1194 MONCKS CORNER SC 29461-1194	DCA200-96-H-0083	21 JUN 96	B
HTC	1	HART TELEPHONE COMPANY ATTN: MS. JUDY BRIDGES 196 NORTH FOREST AVENUE POST OFFICE BOX 388 HARTWELL GA 30643	DCA200-90-H-0014	25 SEP 90	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HUGH	1	HUGHES GLOBAL SERVICES, INC. ATTN: SHERYL ROTHANS SUITE 2222 222 NORTH SEPULVEDA BLVD EL SEGUNDO CA 90245-4353	DCA200-98-H-0008	30 SEP 98	C
HUTC	1	HUMPHREYS COUNTY TELEPHONE CO ATTN: MR. BERNARD ARNOLD RURAL ROUTE 1 BOX 1 203 LONG STREET NEW JOHNSONVILLE TN 37134	DCA200-92-H-0013	18 OCT 91	B
IACL	1	INTERNATIONAL AERADIO (CARIBBEAN) LIMITED PO BOX 1255, PORT OF SPAIN 66 PEMROKE ST TRINIDAD TD	DCA200 85 H 0099	29 JUL 85	L
IB	1	INDIANA BELL TEL CO, INC D/B/A AMERITECH ATTN: RICK CHAPMAN 220 W MERIDIAN ST, RM 800 INDIANAPOLIS IN 46204-1983	DCA200-96-H-0045	04 APR 96	C
ICC	1	INSTITUTIONAL COMMUNICATIONS CO., INC. D/B/A METROPOLITAN FIBER SYSTEMS-ICC ATTN: EDWARD M. STAUNTON SUITE 500 8100 BOONE BOULEVARD VIENNA VA 22182-2642	DCA200 96 H 0071	05 JUN 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ICFM	1	UNITED TEL CO OF FL D/B/A SPRINT ATTN: MR. ROBERT E. KING, GEN MGR PO BOX 5000 ALTAMONTE SPRINGS FL 32716-5000	DCA200 92 H 0153	24 AUG 92	C
IDCC	1	INTERDIGITAL COMMUNICATIONS CORPORATION ATTN: MR. GEORGE W. BOLLING, REGIONAL V 6701 DEMOCRACY BOULEVARD BETHESDA MD 20817-1574	DCA200-93-H-0024	08 JAN 93	B
IL	1	ILLINOIS BELL TEL CO D/B/A AMERITECH ATTN: MARY BARNICLE FLOOR 23C 225 WEST RANDOLPH CHICAGO IL 60606	DCA200 85 H 0064	09 JUL 85	C
ILCA	1	ILLINOIS CONSOLIDATED TELEPHONE COMPANY ATTN: KEN HARRINGTON 121 SOUTH 17TH STREET MATTSON IL 61938	DCA200 96 H 0064	20 MAY 96	B
IMTC	1	UNITED TELEPHONE SOUTHEAST, INC. ATTN: DHANE NIELSON 112 SIXTH STREET BRISTOL TN 37620	DCA200-97-H-0060	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
INDT	1	INDUSTRY TEL CO ATTN: C. GAYLEN ACKLEY HIGHWAY 100 WEST POST OFFICE BOX 40 INDUSTRY TX 78944-0040	DCA200 96 H 0070	04 JUN 96	B
INMA	1	INTER-COMMUNITY TELEPHONE CO ATTN: KEITH ANDERSEN WEST MAIN STREET POST OFFICE BOX A NONE ND 58062-0088	DCA200 96 H 0092	11 JUL 96	B
INRA	1	INTERSTATE TELEPHONE COMPANY ATTN: ROBERT N. NYSHANER 1239 O. G. SKINNER DRIVE POST OFFICE BOX 510 WEST POINT GA 31833-0510	DCA200-96-H-0050	09 APR 96	B
INTC	1	INTERSTATE TELECOMMUNICATIONS COOP, INC ATTN: MR. DEAN E. ANDERSON, GM 406 FOURTH AVENUE SOUTH POST OFFICE BOX 920 CLEAR LAKE SD 57226	INDCA200-96-H-0107	07 AUG 96	B
ISCI	1	INFORMATION SYSTEMS & COMMUNICATIONS, INC ATTN: ELIZABETH R. FOMLES SUITE 101 11240 MAPLES MILL ROAD FAIRFAX VA 22030-6041	IDCA200-96-H-0022	08 MAR 96	A

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
ITBT	1	INTERBELL TEL CO-OP, INC ATTN: MIKE GORDAN 300 DEWEY AVE P.O. BOX 648 EUREKA MT 59917	DCA200 85 H 0051	20 JUN 85	B
ITCI	1	INTERIOR TEL CO. INC D/B/A TEL ALASKA 2121 ABBOTT ROAD ANCHORAGE AK 99507-4622	DCA200 79 H 049	11 DEC 78	B
ITEO	1	IT&E OVERSEAS, INC. ATTN: JOSEPH J. PEREZ POST OFFICE BOX 24881 GUAM MAIN FACILITY GU 96921-4881	DCA200-96-H-0100	18 JUL 96	A
ITTH	1	WORLD COMMUNICATIONS, INC. ATTN: MS. MARIANNE SWINDLER SUITE 660 1828 L STREET, N.W. WASHINGTON DC 20036	DCA200 80 H 0008	31 DEC 79	C
JAAA	1	ALLTEL NEW YORK, INC ATTN: RICHARD E. STAHL SMITH 291 EAST FOURTH STREET POST OFFICE BOX 850 JAMESTOWN NY 14702-0850	DCA200-97-H-0040	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
JAYC	1	JAMES VALLEY COOPERATIVE TELEPHONE COMP ATTN: ROBERT A JOHNSON 225 FIRST AVENUE EAST POST OFFICE BOX 260 GROTON SD 57445-0260	DCA200-96-H-0029	13 MAR 96	B
JBN	1	JBN TELEPHONE CO. INC. ATTN: ROBERT CARSON, GEN MGR POST OFFICE BOX AE WETMORE KS 66550-0130	DCA200 85 H 0062	08 JUN 85	B
JUFZ	1	TELEPHONE UTILITIES OF ALASKA, INC. D/B/A PTT COMMUNICATIONS P.O. BOX 9901 VANCOUVER WA 98668-8701	DCA200 85 H 0111	02 AUG 85	C
KANO	1	KANOKLA TELEPHONE ASSOCIATION, INC. ATTN: GREG ALDRICH PO BOX 111 100 KANOKLA AVE CALDWELL KS 67022-0111	DCA200-97-H-0023	15 NOV 96	B
KEDZ	1	CITY OF KETCHIKAN DBA KETCHIKAN PUBLIC UTILITIES 334 FRONT STREET KETCHIKAN AK 99901-6431	DCA200 85 H 0092	23 JUL 85	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
KMCT	1	KMC TELECOM, INC. ATTN: SCOTT BRODEY, JR. 994 EXPLORER BOULEVARD HUNTSVILLE AL 35806-2822	DCA200-97-H-0068	21 NOV 96	B
LAFR	1	LAFOURCHE TELEPHONE COMPANY, INC. ATTN: MR. PAT BRADY 112 WEST TENTH STREET POST OFFICE BOX 188 LAROSE LA 70373-0188	DCA200-97-H-0073	13 DEC 96	B
LAKE	1	LAKEDALE TELEPHONE COMPANY ATTN: JOHN M. BISHOP, PRESIDENT 9938 STATE HWY 55 NW POST OFFICE BOX 340 ANNANDALE MN 55302-0340	DCA200 92 H 0145	28 JUL 92	B
LATI	1	LOCAL AREA TELECOMMUNICATIONS INC SUITE 1935 17 BATTERY PLACE NEW YORK NY 10004-1256	DCA200 87 H 0018	06 MAY 87	B
LCTS	1	LINCOLN COUNTY TEL SYSTEM, INC ATTN: JOHN M. CHRISTIAN, PRESIDENT P.O. BOX 150 PIOCHE NV 89043-0150	DCA200-97-H-0047	21 NOV 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
LCW	1	CENTURY TEL OF WISCONSIN, INC ATTN: MR. TIM HALL, VP 5TH & STREETS POST OFFICE BOX 4800 LACROSSE WI 54602-4800	DCA200 92 H 0113	04 JUN 92	C
LDSW	1	GOVERNMENT COMMUNICATIONS, INC ATTN: JOSEPH J. DEPETRO 120 HOWARD STREET SAN FRANCISCO CA 94105	DCA200-97-H-0044	21 NOV 96	B
LDXN	1	MILTEL, INC. ATTN: BONNIE JOHNSON/SALES 15450 SOUTH OUTER 40 RD PO BOX 1074 CHESTERFIELD MO 63006-1074	DCA200 85 H 0030	28 MAY 85	C
LHTC	1	LAUREL HIGHLAND TELEPHONE CO ATTN: MR. J. PAUL KALP, PRES POST OFFICE BOX 168 STAHLSTOWN PA 15687-0168	DCA200-92-H-0054	02 JAN 92	B
LII	1	LIGHTCOM INTERNATIONAL INCORPORATED ATTN: MR. FRANK GOMEZ SUITE 300 1023 15TH STREET NW WASHINGTON DC 20005-2600	DCA200-97-H-0024	15 NOV 96	A

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
LITC	1	LIVINGSTON TELEPHONE COMPANY ATTN: MR. TROY RIPPY 501 NORTH HOUSTON LIVINGSTON TX 77351	DCA200 86 H 0048	06 MAY 86	B
LITL	1	LITEL TELECOM CORP 200 OLD WILSON BRIDGE ROAD WORTHINGTON OH 43085	DCA200 85 H 0022	01 MAY 85	B
LMHI	1	CENTURY TELEPHONE OF IDAHO, INC. P.O. BOX 4065 MONROE LA 71211-4065	DCA200 86 H 0044	28 MAR 86	C
LNET	1	WTC-EAST, INC. ATTN: MR. RALPH MYERS 600 EAST JEFFERSON STREET ROCKVILLE MD 20852	DCA200 87 H 0015	27 MAR 87	C
LRTC	1	CENTURY TELEPHONE OF LARSEN-READFIELD, ATTN: MR TIM HALL 5027 STATE ROAD 150 LARSEN HI 54947	DCA200-97-H-0045	21 NOV 96	C
LTLN	1	ALIANI COMMUNICATIONS CO. ATTN: JAMES W. STRAND 1440 M STREET POST OFFICE BOX 81309 LINCOLN NE 68501-1309	DCA200-92-H-0128	05 JUN 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
LUCT	1	LUCENT TECHNOLOGIES, INC. ATTN: JOAN SPRUILL 14TH FLOOR 8403 COLESVILLE ROAD SILVER SPRING MD 20910-3314	DCA200-96-H-0068	04 JUN 96	C
LVTC	1	LEMONHEUR VALLEY TELEPHONE COMPANY ATTN: PAUL D. BERG 122 MAIN STREET POST OFFICE BOX 267 CAMP DOUGLAS WI 54618-0267	DCA200-96-H-0093	12 JUL 96	B
MAJA	1	MALHEUR HOME TELEPHONE CO, INC P.O. BOX 249 225 S W 2ND STREET ONTARIO OR 97914-0249	DCA200-90-H-0001	19 DEC 89	C
MANT	1	MANTI TELEPHONE COMPANY ATTN: MORLIN E. COX 40 WEST UNION MANTI UT 84642-1356	DCA200-96-H-0031	14 MAR 96	C
MAQZ	1	MATANUSKA TEL ASSOC, INC 1740 SOUTH CHUGACH PALMER AK 99645-6796	DCA200 85 H 0052	20 JUN 85	B
MARS	1	MARSETLLES TELEPHONE COMPANY ATTN: MR GLENN E. RAUH, PRESIDENT PO BOX 837 METAMORA IL 61548-0837	DCA200 92 H 0150	12 AUG 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MB	1	MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERTTECH ATTN: MR. ROBERT E. GRIFFITH, ADMIN. 16025 NORTHLAND DRIVE SOUTHFIELD MI 48075	DCA200 92 H 0059	06 JAN 92	C
MCCA	1	MCCAW CELLULAR COMMUNICATIONS, INC. D/B/A AT&T WIRELESS ATTN: SAMUEL LLOYD, DIR OF GOVT SERV SUITE 800 2020 K STREET N.W. WASHINGTON DC 20006	DCA200-92-H-0096	02 MAR 92	C
MCII	1	MCI INTERNATIONAL, INC. D/B/A MCI WORLDCOM ATTN: TRACY D. HUGHES 2200 GREENSBORO DRIVE MCLEAN VA 22102	DCA200-96-H-0044	04 APR 96	C
MCIT	1	MCI TELECOMMUNICATIONS CORPORATION ATTN: TRACY HUGHES, GOVT SYS CONTRACTS 1200 SOUTH MAYES STREET ARLINGTON VA 22202	DCA200 92 H 0104	27 MAR 92	C
HCM	1	HANKATO CITIZENS TEL CO ATTN: P. E. HICKORY P. O. BOX 3248 HANKATO MN 56002-3248	DCA200 85 H 0069	10 JUL 85	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MDHY	1	MIDWAY TELEPHONE COMPANY ATTN: STAN CARBAUGH 202 EAST OGDEN STREET POST OFFICE BOX 240 MEDFORD WI 54451-0240	DCA200-97-H-0021	15 NOV 96	C
MFSI	1	METROPOLITAN FIBER SYSTEMS INTERNATIONAL ATTN: CAROLYN JOLLY SUITE 210 3060 WILLIAMS DRIVE FAIRFAX VA 22031	DCA200-96-H-0088	02 JUL 96	C
MHQT	1	MOUNTAIN HOME TEL CO, INC P O BOX 4065 MONROE LA 71211-4065	DCA200 85 H 0082	18 JUL 85	C
MICR	1	MICRONESIAN TELECOMMUNICATIONS CORP. ATTN: CLAUDE M. PRUEFER, MGR-CONTRACT ADM POST OFFICE BOX 2200 HONOLULU HI 96841	DCA200-92-H-0101	02 MAR 92	C
MIDM	1	ALLTEL PENNSYLVANIA, INC ATTN: MR. DAVID L. THOMAS 201 NORTH JEFFERSON STREET POST OFFICE BOX 300 KITTINGING PA 16201-0300	DCA200-96-H-0105	06 AUG 96	C
MILT	1	MILLINGTON TELEPHONE CO, INC ATTN: DAVID ESPINOZA 4880 NAVY ROAD P O DRAMER 429 MILLINGTON TN 38053-0429	DCA200-96-H-0023	09 MAR 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MIMI	1	ALLTEL MICHIGAN, INC ATTN: GIBBS C/O AMERITRUST COMPANY P. O. BOX 70499 CLEVELAND OH 44190	DCA200 86 H 0036	04 FEB 86	C
MINF	1	MINFORD TELEPHONE COMPANY ATTN: DARREL E. POTTS, MGR POST OFFICE BOX 181 MINFORD OH 45653	DCA200 92 H 0075	25 FEB 92	B
MISS	1	SOUTHEAST MISSISSIPPI TEL COMPANY D/B/A TDS TELECOM ATTN: ALVIA BLANKINSHIP 1881 SOUTH DAVIS ST P O BOX 429 LEAKESVILLE MS 39451-0429	DCA200 86 H 0038	12 FEB 86	B
MKLL	1	MUKLUK TELEPHONE COMPANY, INC. D/B/A TELASKA 2121 ABBOTT ROAD ANCHORAGE AK 99507-4622	DCA200-86-H-0032	28 JAN 86	B
MKT	1	CENTRAL TELEPHONE COMPANY OF TX D/B/A SPRINT ATTN: HAROLD H MILLER 603 NORTH EIGHTH STREET POST OFFICE BOX 1150 KILLEEN TX 76540-1150	DCA200 92-H-0077	25 FEB 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MMC	1	MARTIN MARIETTA CORP ATTN: MR GUSTAV R. HUBERT, DIR-CONTRACT POST OFFICE BOX 590385 ORLANDO FL 32859-0385	DCA200-92-H-0121	05 JUN 92	C
MMTC	1	WESTERN N.M. TELEPHONE CO INC ATTN: JACK L BENTLEY 304 WEST YANKEE POST OFFICE BOX 3079 SILVER CITY NM 88062-3079	DCA200 96 H 0025	09 MAR 96	B
MNRO	1	FRONTIER COMMUNICATIONS OF ALABAMA, INC ATTN: MR RICHARD BURGESS 210 SOUTH ALABAMA AVE MONROEVILLE AL 36460-1896	DCA200 92 H 0053	30 DEC 91	B
MONC	1	MON-CRE TEL COOP, INC MAIN STREET P O BOX 125 RAMER AL 36069-0125	DCA200 89 H 0044	27 MAR 89	B
MORZ	1	CENTURY TELEPHONE OF WISCONSIN, INC. ATTN: TIM HALL 2615 EAST AVENUE SOUTH POST OFFICE BOX 4800 LACROSSE WI 54602-4800	DCA200-97-H-0046	21 NOV 96	C
MPSI	1	METROMEDIA PAGING SERVICES, INC. 323 RIANDA STREET SALINAS CA 93902	DCA200-92-H-0147	03 AUG 92	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MRCM	1	MID-RIVERS TEL COOP, INC ATTN: MR. GERRY ANDERSON 106 SECOND AVENUE SOUTH POST OFFICE BOX 280 CIRCLE MT 59215-0280	DCA200-96-H-0027	12 MAR 96	B
MS	1	US WEST COMMUNICATIONS, INC ATTN: DENISE DELANEY SUITE 600 188 INVERNESS DRIVE WEST ENGLEWOOD CO 80112	DCA200-90-H-0002	19 DEC 89	C
MSNE	1	MOSINEE TELEPHONE COMPANY, THE ATTN: MARY KNOEDLER 410 FOURTH STREET MOSINEE HI 54455	DCA200 96-H-0030	13 MAR 96	B
HTC	1	MUSTANG TELEPHONE COMPANY PO BOX 4065 MONROE LA 71211-4065	DCA200-93-H-0015	04 NOV 92	B
MTI	1	MOBILE TELESYSTEMS, INC. ATTN: JAMES J. KATSDOS, MGR-US GOVT SALE 300 PROFESSIONAL DRIVE GAITHERSBURG MD 20879-3419	DCA200-92-H-0155	10 SEP 92	C
HTTC	1	METAMORA TELEPHONE CO ATTN: GLENN E. RAUM, PRESIDENT 220 N MENARD ST METAMORA IL 61548-0837	DCA200 92 H 0149	06 AUG 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
MUDL	1	MUD LAKE TELEPHONE COOPERATIVE ASSOCIATION INC ATTN: MR. FLOYD WHITE P. O. BOX 235 DUBOIS ID 83423	DCA200-89-H-0065	17 NOV 89	C
MUEN	1	MUENSTER TELEPHONE CORPORATION OF TEXAS ATTN: ALVIN M FUHRMAN 205 NORTH WALNUT STREET POST OFFICE BOX 567 MUENSTER TX 76252-2767	DCA200-97-H-0036	21 NOV 96	B
MURD	1	ARMSTRONG TELEPHONE CO US RT #30W P O BOX R CLINTON PA 15026-0418	DCA200 85 H 0065	09 JUL 85	B
NASM	1	NORTHERN TEL COOPERATIVE, INC 121 WEST FIRST STREET, N P O BOX 190 SUNBURST MT 59482	DCA200-89-H-0012	24 JAN 89	B
NATU	1	ALASKA TELEPHONE COMPANY ATTN: MIKE GARRETT 191 OTTO STREET POST OFFICE BOX 222 PORT TOWNSEND HA 98368-0222	DCA200-96-H-0085	25 JUN 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NCTC	1	WEBSTER-CALHOUN COOPERATIVE ATTN: DARYL CARLSON 1004 MARKET STREET POST OFFICE BOX 475 GOMRIE IA 50543-0475	DCA200-96-H-0011	05 FEB 96	B
NCTY	1	NORTH COUNTRY TELEPHONE, INC. ATTN: MICHAEL GARRETT POST OFFICE BOX 222 PORT TOWNSEND WA 98368-0222	DCA200-97-H-0087	05 AUG 97	B
NDTA	1	NORTH DAKOTA TELEPHONE COMPANY ATTN: DAVE DIRCKS 802 SOUTH FIFTH STREET POST OFFICE BOX 180 DEVILS LAKE ND 58301-0180	DCA200 96 H 0062	16 MAY 96	B
NE	1	NEW ENGLAND TELEPHONE CO D/B/A NYNEX D/B/A FOL BELL ATLANTIC COMPANIES: NEW ATTN: -RHODE ISLAND, -MASSACHUSETTS, -V 121 FRANKLIN SUITE 1510 BOSTON MA 02110-1585	DCA200-91-H-0003	08 JAN 91	C
NEBC	1	NEBRASKA CENTRAL TELEPHONE COMPANY ATTN: ANDY JADER 22 LA BARRE STREET POST OFFICE BOX 700 GIBBON NE 68840-0700	DCA200-97-H-0085	09 JUL 97	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NEDC	1	STATE OF NEBRASKA DAS DIVISION OF COMMUNICATIONS SUITE 300 521 SOUTH 14TH STREET LINCOLN NE 68508-2707	OCA200-88-H-0015	05 APR 88	Z
NEPT	1	THE NORTH-EASTERN PENNSYLVANIA TELEPHONE ATTN: MR. DONALD B. TODD 720 MAIN STREET POST OFFICE BOX D FOREST CITY PA 18421-0150	DCA200 96 H 0013	07 FEB 96	B
NEVA	1	ALLTEL OHIO, INC ATTN: DENNIS R. MERVIS 50 EXECUTIVE PARKWAY HUDSON OH 44236	DCA200-96-H-0048	05 APR 96	C
NEWM	1	NEMONT TELEPHONE COOPERATIVE, INC. ATTN: RICHARD THRONSON HIGHWAY 13 SOUTH POST OFFICE BOX 600 SCOBEE MT 59263-0600	DCA200 96 H 0016	09 FEB 96	B
NEWP	1	NEWPORT TELEPHONE COMPANY, INC. ATTN: MR. HARLEY M. RUPPERT BRIDGE STREET NEWPORT NY 13416-0201	DCA200-93-H-0007	20 OCT 92	B
NISI	1	NORTHWEST IOWA TEL CO 504 FOURTH STREET SERGEANT BLUFF IA 51054	DCA200 86 H 0050	01 MAY 86	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NJ	1	BELL ATLANTIC - NEW JERSEY, INC. ATTN: MR. TOM MCCUE 777 PARKWAY AVENUE TRENTON NJ 08618	DCA200-97-H-0053	21 NOV 96	C
NMEX	1	STATE OF NEW MEXICO DEPT OF GSD/ISD/RADIO COMMUNICATIONS ATTN: JOHN DANSON P O BOX 5393 SANTA FE NM 87502-5393	DCA200-96-H-0009	30 JAN 96	Z
NOOZ	1	ALLTEL FLORIDA, INC 206 WHITE AVENUE, S.E. POST OFFICE BOX 550 LIVE OAK FL 32060-0550	DCA200 85 H 0066	10 JUL 85	C
NOJC	1	NORTH-WEST TELEPHONE COMPANY D/B/A D/B/A CENTURYTEL ATTN: KEN SPRAIN 120 EAST MILWAUKEE ROAD POST OFFICE BOX 349 TOMAH WI 54660-0349	DCA200-97-H-0020	15 NOV 96	C
HSPC	1	SRT COMMUNICATIONS, INC. ATTN: WARREN L. HIGHT 3610 NORTH BROADWAY POST OFFICE BOX 2027 MINOT ND 58702-2027	DCA200 96 H 0097	16 JUL 96	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
NTAI	1	NATIONAL TELECOMMUNICATIONS ALLIANCE, IDCA200-97-H-0075 ATTN: HARRY UNDERHILL SUITE 700 2101 L STREET, NW WASHINGTON DC 20037	IDCA200-97-H-0075	17 DEC 96	C
NTON	1	NEVADA TELEPHONE AND TELEGRAPH CO ATTN: MS. DAWN STENART, ICSC SERVICE RE SUITE 400 2121 NORTH CALIFORNIA BLVD WALNUT CREEK CA 94596	DCA200 92 H 0134	25 JUN 92	C
NTSC	1	NTS COMMUNICATIONS, INC. ATTN: CARY COLLINS SUITE 600 1220 BROADWAY LUBBOCK TX 79401-3201	DCA200-96-H-0089	08 JUL 96	B
NURT	1	NEW ULM TELECOM, INC. ATTN: BILL OTIS 400 NORTH SECOND STREET POST OFFICE BOX 697 NEW ULM MN 56073-0697	DCA200-95-H-0006	28 MAR 95	B
NUSH	1	NUSHAGAK TELE COOP, INC PO BOX 350 DILLINGHAM AK 99576	DCA200-89-H-0018	27 JAN 89	B
NHMA	1	NORTHWEST COMMUNICATIONS COOP P O BOX 38 RAY ND 58849-0038	DCA200 80 H 046	11 AUG 80	B
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NY	1	NEW YORK TELEPHONE CO., D/B/A NYNEX NEW YORK, BELL ATLANTIC-CONNECTICUT ATTN: NY ATTN: GOV SALES ROOM 1820 1995 AVENUE OF THE AMERICAS NEW YORK NY 10036	DCA200 78 H 0018	01 SEP 78	C
OB	1	OHIO BELL TELEPHONE COMPANY D/B/A AMERITECH ATTN: WILLIAM CERMAK ROOM 1600 45 ERIEVUE PLAZA CLEVELAND OH 44114-1824	DCA200-97-H-0074	16 DEC 96	C
OBC	1	OHIO BELL COMMUNICATIONS ATTN: THAIS REIFF, ACCOUNT MANAGER 701 CROSSROADS COURT VANDALIA OH 45377-9675	DCA200-92-H-0064	24 FEB 92	C
OGAR	1	O'GARA SATELLITE SYSTEMS, INC. ATTN: MR. JACK LEMMERMAN, SALES MANAGER 1 BRANDYWINE DRIVE DEER PARK NY 11729	DCA200-99-H-0003	15 APR 99	B
OKCS	1	OKLAHOMA COMMUNICATION SYS INC 2495 MAIN STREET POST OFFICE BOX 220 CHOCTAW OK 73020-0220	DCA200 87 H 0009	11 FEB 87	C

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OTZT	1	OTZ TELEPHONE COOPERATIVE, INC. ATTN: LOREN J. KARRO POST OFFICE BOX 324 KOTZEBUE AK 99752-0324	DCA200 85 H 0107	31 JUL 85	A
PACR	1	PACIFIC RIM TELECOMMUNICATIONS ATTN: MR. CHUCK SCHUMANN 153 EAST 72ND AVENUE P. O. BOX 93250 ANCHORAGE AK 99509	DCA200-90-H-0006	04 JAN 90	B
PALO	1	UNITED TEL CO OF TX, INC D/B/A SPRINT ATTN: JOHN ROE 5454 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200-97-H-0007	31 OCT 96	C
PCIC	1	PCI COMMUNICATIONS INC ATTN: ROBERT J. MALONEY 135 CHALAN SANTA PAPA AGANA GU 96910	DCA200-97-H-0031	15 NOV 96	B
PCTA	1	PLAINS COOPERATIVE TEL ASSN, INC ATTN: MR. GENE SUPONCHICK, GM 6488 HIGHWAY 36 POST OFFICE BOX 123 JOES CO 80822-0123	DCA200 92-H-0045	20 DEC 91	B

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PEPZ	1	PEETZ COOP TEL CO ATTN: JERRY HENDERSON 601 MAIN STREET PEETZ OFFICE BOX 155 PEETZ	DCA200-97-H-0026	15 NOV 96	B
PION	1	PIONEER TELEPHONE COOPERATIVE, INC. ATTN: RICHARD BULL 108 EAST ROBERTS AVENUE POST OFFICE BOX 539 KINGFISHER	DCA200 96 H 0014 OK 73750-0539	08 FEB 96	B
PIQZ	1	PIONEER TELEPHONE ASSN, INC, THE ATTN: MR. ROBERT N. NAGEL POST OFFICE BOX 707 ULYSSES	DCA200 92 H 0050 KS 67880-0707	30 DEC 91	B
PITC	1	PIONEER TELEPHONE COOPERATIVE ATTN: WILLARD DAVIS 1304 MAIN STREET POST OFFICE BOX 631 PHILOMATH	DCA200-96-H-0035 OR 97370-0631	21 MAR 96	B
PITP	1	MOBILE SATELLITE COMMUNICATIONS, INC. DBA/PITTSBURGH INTERNATIONAL TELEPORT ATTN: MR. GEORGE A. SPERRY, GM POST OFFICE BOX 14070 PITTSBURGH	DCA200-92-H-0049 PA 15239-4070	24 DEC 91	B

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PODZ	1	POKA-LAMBRO TELE COOP, INC ATTN: MR. MICKEY L SIMS, GEN MGR P O BOX 1340 TAHOKA	DCA200 92 H 0152 TX 79373-1340	21 AUG 92	B
POEB	1	POLAR COMMUNICATIONS MUTUAL AID CORP ATTN: MR. DAVE DUNNING, MANAGER 110 FOURTH STREET EAST POST OFFICE BOX 270 PARK RIVER	DCA200 92-H-0082 ND 58270-0270	25 FEB 92	B
POJZ	1	PUERTO RICO TELEPHONE COMPANY ATTN: MR. ROGELIO CAPESTANE ROOSEVELT 1500 PENTHOUSE GPO BOX 998 SAN JUAN	DCA200 79 H 0055 RQ 00936	11 JAN 79	C
POST	1	POSTVILLE TELEPHONE CO D/B/A CENTURYTEL ATTN: MR. FRAN RUNKEL 120 EAST MILWAUKEE STREET POST OFFICE BOX 349 TOMAH	DCA200-96-H-0072 WI 54660-0349	05 JUN 96	C
PPLC	1	NORTHWESTERN TELEPHONE SYSTEMS, INC. D/B/A CENTURYTEL ATTN: DEBBIE DILLON 890 SOUTH SECOND POST OFFICE BOX 337 LEBANON	DCA200-97-H-0058 OR 97355	21 NOV 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
PRCI	1	PIEDMONT RURAL TEL COOPERATIVE, INC ATTN: JAMES P. WILDER 201 ANDERSON DRIVE POST OFFICE BOX 249 LAURENS SC 29360-0249	DCA200-97-H-0025	15 NOV 96	B
PRES	1	MOUNTAIN STATE TELEPHONE CO MAIN STREET MASONTONN HV 26542-0390	DCA200-92-H-0086	03 MAR 92	C
PROJ	1	PROJECT RENAISSANCE, INC. ATTN: S.S. BATH 9305 BATHGATE COURT POST OFFICE BOX 332 GAITHERSBURG MD 20884-0332	DCA200-97-H-0077	10 JAN 97	B
PSAT	1	PANAMSAT, L.P. ATTN: THOMAS CARROUX, ACCOUNT EXECUTIVE ONE PICKWICK PLAZA SUITE 270 GREENWICH CT 06830-0270	DCA200-93-H-0023	29 DEC 92	C
PSRT	1	PERRY SPENCER RURAL TEL COOP ATTN: DAVID L. LASHER HIGHWAY 62 WEST POST OFFICE BOX 126 ST MEINRAD IN 47577-0126	DCA200-96-H-0015	09 FEB 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
PT	1	PACIFIC BELL ATTN: EUGENE FRANCK 370 THIRD ST, ROOM 601 SAN FRANCISCO CA 94107-1279	DCA200-96-H-0042	03 APR 96	C
PTCA	1	PACIFIC TELECOM CELLULAR OF AK, INC. DBA CELLULINK ATTN: RICK GARNER 4600 W COLLEGE AVE APPLETON HI 54915	DCA200-92-H-0157	21 SEP 92	C
PTCI	1	PEOPLES TELEPHONE COOPERATIVE, INC. ATTN: MR. MAX D. NEWTON 102 NORTH STEPHANS POST OFFICE BOX 228 QUITMAN TX 75783-9987	DCA200 92 H 0051	30 DEC 91	B
PTIA	1	PTI COMMUNICATIONS OF ALASKA, INC. D/B/A PTI COMMUNICATIONS ATTN: MR. PATRICK COLE 302 CUSHMAN STREET FAIRBANKS AK 99707	DCA200-98-H-0004	16 JUN 98	C
PVTC	1	PENASCO VALLEY TEL COOP INC ATTN: MR. JOHN C. HETTS 4011 WEST MAIN PO DRAWER 710 ARTESIA NH 88211-0710	DCA200 92-H-0062	24 FEB 92	B
QUIN	1	QUINCY TELEPHONE COMPANY PO BOX 189 QUINCY FL 32351	DCA200 86 H 0023	08 JAN 86	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
QHST	1	QWEST COMMUNICATIONS INC. ATTN: MR. HALT MATHENY SUITE 1400 17304 PRESTON ROAD DALLAS TX 75252-5695	DCA200 91 H 0020	18 SEP 91	B
RAND	1	RANDOLPH TELEPHONE CO P O BOX 609 LIBERTY NC 27298-0609	DCA200 85 H 0071	16 JUL 85	B
RCAA	1	ALASCOM INCORPORATED D/B/A AT&T ALASCOM 210 E BLUFF ROAD ANCHORAGE AK 99519-6607	DCA200-92-H-0130	12 JUN 92	C
RCAC	2	GE AMERICAN COMMUNICATIONS, INC. ATTN: RICHARD J. HATSON, SR ARESEARCH WAY PRINCETON NJ 08540-6684	DCA200-93-H-0038	13 AUG 93	C
RHDR	1	RHINELANDER TEL CO ATTN: KIRBY ROEN 53 NORTH STEVENS STREET POST OFFICE BOX 340 RHINELANDER WI 54501-0340	DCA200-96-H-0037	25 MAR 96	B
RIGT	1	RIG TELEPHONES, INC. D/B/A DATACOM ATTN: JEFF COURVILLE 1719 WEST HILLON STREET SCOTT LA 70583-8510	DCA200-98-H-0003	12 NOV 97	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
RING	1	RINGGOLD TELEPHONE CO ATTN: ALICE EVITT BANDY 7449 NASHVILLE STREET POST OFFICE BOX 869 RINGGOLD CA 90736-0869	DCA200-97-H-0057	21 NOV 96	A
RITE	1	RITENET CORPORATION ATTN: RAG RAMINENI SUITE 300 1445 RESEARCH BOULEVARD ROCKVILLE MD 20850-6111	DCA200-97-H-0076	07 JAN 97	A
RIVV	1	RIVIERA TEL CO, INC. 103 SOUTH EIGHTH ST P O BOX 997 RIVIERA TX 78379-0997	DCA200 79 H 0038	20 NOV 78	B
RJOE	1	RJO ENTERPRISES ATTN: 4640 FORBES BLVD LANHAM MD 20706	DCA200-89-H-0035	13 FEB 89	A
RMPD	1	RESERVATION TELEPHONE COOPERATIVE ATTN: GENE SLOAN 24 NORTH MAIN STREET POST OFFICE BOX 68 PARSHALL ND 58770-0068	DCA200-97-H-0034	15 NOV 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
RNGE	1	RANGE TELEPHONE COOP, INC ATTN: CURTISS FLEMING 2322 EAST FRONT STREET POST OFFICE BOX 127 FORSYTH	DCA200-97-H-0019	15 NOV 96	B
ROAZ	1	ROOSEVELT COUNTY RURAL TEL COOP INC ATTN: BOYD EVANS, OFFICE MGR POST OFFICE BOX 867 PORTALES	DCA200-92-H-0120	05 JUN 92	B
ROCK	1	SOUTHWEST TEXAS TELEPHONE CO ATTN: GARY C. GILMER HIGHWAY 99 SOUTH POST OFFICE BOX 128 ROCKSPRINGS	DCA200 96 H 0099	17 JUL 96	B
ROFB	1	ROSEVILLE TELEPHONE COMPANY ATTN: MR. A. A. JOHNSON 211 LINCOLN STREET POST OFFICE BOX 969 ROSEVILLE	DCA200-92-H-0002	02 OCT 91	B
RSTC	1	REYNOLDS TELEPHONE COMPANY ATTN: MS. GRACE OCHSNER 221 MAIN STREET PO BOX 27 REYNOLDS	DCA200 96 H 0012	06 FEB 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
RTCI	1	RT COMMUNICATIONS, INC. ATTN: STEPHEN JANTZ 130 SOUTH 9TH STREET POST OFFICE BOX 506 WORLAND	DCA200-96-H-0026	11 MAR 96	B
RTR	1	ROCHESTER TELEPHONE CORPORATION ATTN: ANITA EDWARDS FARNEY 180 SOUTH CLINTON AVE ROCHESTER	DCA200-97-H-0078	24 MAR 97	C
RTSC	1	RURAL TELEPHONE SERVICE COMPANY, INC. ATTN: ROGER VONFELDT 145 NORTH MAIN STREET POST OFFICE BOX 158 LENORA	DCA200-98-H-0006	08 SEP 98	B
SACO	1	SACO RIVER TEL & TEL CO P O BOX 48 BAR MILLS	DCA200-87-H-0012	13 MAR 87	B
SAI	1	SCIENTIFIC-ATLANTA, INC. ATTN: RICHARD H. TOOKE, CONTRACT ADMIN 3845 PLEASANTDALE ROAD ATLANTA	DCA200-93-H-0021	21 DEC 92	C
SAND	1	SANDHILL TELEPHONE COOP INC ATTN: MR. FRANK C. MCGREGOR, PRES. 122 SOUTH MAIN STREET POST OFFICE BOX 519 JEFFERSON	DCA200-92-H-0047	20 DEC 91	B

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SB	1	BELL SOUTH TELECOMMUNICATIONS, INC SOUTHERN BELL & D/B/A SOUTH CENTRAL BEL ATTN: CYNTHIA DELROCCO SUITE 1790 1800 CENTURY BOULEVARD ATLANTA GA 30345-3202	DCA200 96 H 0069	04 JUN 96	C
SCSI	1	SATELLITE COMMUNICATIONS SYSTEMS, INC. ATTN: ERNIE N. HUX HARBOR CENTRE SUITE 800 2 EATON STREET HAMPTON VA 23669-0035	DCA200-96-H-0087	27 JUN 96	B
SCTC	1	FRONTIER COMMUNICATIONS-ST. CROIX, INC. ATTN: TODD SCHAFER 154 EAST SECOND STREET POST OFFICE BOX 318 NEW RICHMOND WI 54017-0318	DCA200-97-H-0039	21 NOV 96	B
SCUT	1	SOUTH CENTRAL UTAH TEL ASSN INC ATTN: DEE PORTER 45 NORTH 100 WEST POST OFFICE BOX 555 ESCALANTE UT 84726-0555	DCA200-95-H-0010	26 APR 95	B
SETT	1	CENTRAL TELEPHONE CO OF FLORIDA D/B/A SPRINT P. O. BOX 2214 TALLAHASSEE FL 32316-2214	DCA200-89-H-0011	23 JAN 89	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
SHDA	1	SHENANDOAH TELEPHONE COMPANY 124 SOUTH MAIN P.O. BOX 459 EDINBURG VA 22824-0459	DCA200 86 H 0013	14 NOV 85	B
SIGC	1	SIGCOM, INC. ATTN: JOHN K KIM 4413 WEST MARKET STREET POST OFFICE BOX 77076 GREENSBORO NC 27407-1305	DCA200-96-H-0038	26 MAR 96	A
SIRM	1	SIREN TELEPHONE CO, INC ATTN: NORMA D. CARLSTROM 7723 WEST MAIN STREET POST OFFICE BOX 506 SIREN WI 54872-0506	DCA200-96-H-0116	14 AUG 96	B
SISK	1	SISKIYOU TELEPHONE CO. THE ATTN: JAMES G. HENDRICKS 30 TELCO WAY POST OFFICE BOX 157 ETNA CA 96027-0157	DCA200 96 H 0090	08 JUL 96	B
SJCI	1	ST JOE COMMUNICATIONS INC ATTN: JOHN N. VAUGHN 502 FIFTH STREET POST OFFICE BOX 1007 PORT ST JOE FL 32456-1007	DCA200 96 H 0057	24 APR 96	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
SJF	1	ST JOSEPH TEL & TEL CO D/B/A ST COM ATTN: JOHN H. VAUGHAN 502 FIFTH STREET POST OFFICE BOX 220 PORT ST JOE FL 32456-0220	DCA200 96-H-0055	23 APR 96	C
SKVT	1	SKYTEL CORPORATION ATTN: BRAD S KERNUS-FED ACCTS SUITE 1100 1350 11 TH STREET NW WASHINGTON DC 20005-2469	DCA200-92-H-0156	11 SEP 92	C
SLTC	1	SUGAR LAND TELEPHONE COMPANY ATTN: JACK SPRINGER 14141 SOUTHWEST FREEWAY, S PO BOX 650 SUGAR LAND TX 77478-0650	DCA200 86 H 0055	06 AUG 86	B
SMIT	1	SUMMIT TELEPHONE & TELEGRAPH CO OF ALAS ATTN: JUDITH A STOOB 2014 EAGAN AVENUE FAIRBANKS AK 99701-5706	DCA200-96-H-0036	22 MAR 96	B
SMJB	1	SMITHVILLE TEL CO, INC P O BOX 720 ELLETSVILLE IN 47429-0728	DCA200 79 H 0060	05 MAR 79	B
SMS	1	SMS DATA PRODUCTS GROUP, INC. ATTN: MS MARGARET LIPPERT SUITE 1700 1501 FARM CREDIT DRIVE MCLEAN VA 22102-0000	DCA200 88 H 0021	31 AUG 88	B
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
SMTC	1	SAN MARCOS TELEPHONE COMPANY P O BOX 828 SAN MARCOS TX 78667-0828	DCA200 85 H 0105	18 JUL 85	B
SNE	1	SOUTHERN NEW ENGLAND TELEPHONE COMPANY ATTN: FEDERAL GROUP POST OFFICE BOX 720 HARTFORD CT 06142-0720	DCA200 85 H 0060	08 JUN 85	C
SNNT	1	SOUTHERNET, INC. ATTN: JERRY A. EDGERTON 61 PERIMETER PARK NE ATLANTA GA 30341	DCA200-96-H-0077	14 JUN 96	C
SNTB	1	CENTRAL TEL CO OF NV DBA SPRINT 330 S VALLEY VIEW BLVD LAS VEGAS NV 89152	DCA200 81 H 0014	22 JUN 81	C
SOCC	1	UNITED TEL CO OF INDIANA, INC. D/B/A SPRINT ATTN: MR KEVIN BEEBE, DIR OF MKTG POST OFFICE BOX 391 MARSAM IN 46580	DCA200-92-H-0081	25 FEB 92	B
SONM	1	SONICRAFT, INC. ATTN: SONICRAFT/MCI TELECOMMUNICATIONS 8859 SOUTH GREENWOOD AVE CHICAGO IL 60619	DCA200-92-H-0063	24 FEB 92	A
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
SONT	1	SONICRAFT, INC. ATTN: SONICRAFT/MCI INTERNATIONAL 8859 SOUTH GREENWOOD AVE CHICAGO IL 60619	DCA200-92-H-0063	24 FEB 92	A
SPCC	1	SPRINT COMMUNICATIONS COMPANY L.P. ATTN: GUS PELZER 13221 WOODLAND PARK ROAD HERNDON VA 20171-3000	DCA200-96-H-0046	04 APR 96	C
SRMC	1	SOURIS RIVER TELECOMMUNICATIONS COOPERAD ATTN: WARREN L. RIGHT 3615 NORTH BROADWAY POST OFFICE BOX 2027 MINOT ND 58702-2027	DCA200-97-H-0002	29 OCT 96	B
SSCT	1	SOUTH SLOPE COOP TEL CO, INC ATTN: FRANCIS J. KAHLER 210 TUTTLE STREET POST OFFICE BOX 8 MORNAY IA 52318-0008	DCA200-97-H-0016	05 NOV 96	B
STAN	1	STANDARD TELEPHONE CO P O BOX 400 CORNELIA GA 30531	DCA200 85 H 0112	02 AUG 85	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
STCO	1	FRONTIER COMMUNICATIONS OF GEORGIA, INC ATTN: CRAIG GUNDERSON 76 E. GRADY STREET PO BOX 807 STATESBORO GA 30459-0807	INCDCA200-96-H-0104	05 AUG 96	B
STRA	1	STRATOS MOBILE NETWORKS USA LLC ATTN: MS CAROLE HOCHBERG 6903 ROCKLEDGE DRIVE, SUIT BETHESDA MD 20817-1853	DCA200-99-H-0002	11 MAR 99	B
STZH	1	UNIVERSAL TELEPHONE CO OF SOUTHWEST ATTN: C/O CENTURY TELEPHONE ENTERPRISES POST OFFICE BOX 4065 MONROE LA 71211-4065	DCA200 93 H 0037	14 JUL 93	C
SURA	1	SURANET INC. X ATTN: MS. DEBORAH NUNN 8400 BALTIMORE BLVD COLLEGE PARK MD 20740-2496	DCA200-93-H-0025	08 FEB 93	B
SH	1	SOUTHWESTERN BELL TELEPHONE CO (6) ATTN: MR. PAT PLUNKETT 13TH FLOOR 1010 PINE STREET ST LOUIS MO 63101-2070	DCA200 96-H-0041	02 APR 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
TACZ	1	TAYLOR TELEPHONE CO-OP, INC ATTN: DERRELL FARMER 9796 I-20 POST OFFICE BOX 370 HERKEL TX 79536-0370	DCA200-96-H-0061	16 MAY 96	B
TCOM	1	TRICOMM SERVICES CORPORATION ATTN: MICHAEL MCCARRY, MANAGER BEVERLY RANCOCAS ROAD WILLINGBORO NJ 08046-2527	DCA200-92-H-0158	23 SEP 92	B
TCTW	1	TCT WEST, INC ATTN: RANDALL M. LOWE 403 SOUTH FOURTH STREET POST OFFICE BOX 310 BASIN WY 82410-0310	DCA200-96-H-0007	26 JAN 96	B
TELC	1	GTE TELENET COMMUNICATION CORP SUITE 500 8229 BOONE BOULEVARD VIENNA VA 22182-2623	DCA200-87-H-0010	11 FEB 87	C
TELP	1	TELPAN COMMUNICATIONS CORP. ATTN: MR. FRANK G. KARDONSKI 444 BRICKELL AVENUE, SUITE MIAMI FL 33131	DCA200-99-H-0005	01 JUL 99	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
TELU	1	TELEPHONE UTILITIES OF EASTERN OREGON, D/B/A CENTURYTEL 805 BROADWAY PO BOX 9901 VANCOUVER WA 98668	DCA200 94-H-0003	07 OCT 93	C
TENN	1	TENNESSEE TEL CO D/B/A TDS TELECOM ATTN: G.R. BARNES 725 MISSISSIPPI PARKWAY, S POST OFFICE BOX 325 KNOXVILLE TN 37933-0995	DCA200 96 H 0076	13 JUN 96	B
THBZ	1	THREE RIVERS TELEPHONE COOPERATIVE INC ATTN: ARTHUR M. ISLEY, JR. 422 SECOND AVENUE SOUTH POST OFFICE BOX 429 FAIRFIELD MT 59436-0429	DCA200-97-H-0017	05 NOV 96	B
THTC	1	TRUMANSBURG HOME TELEPHONE COMPANY ATTN: MR. JOHN V. PALERMO 75 MAIN STREET PHELPS NY 14532-0039	DCA200-92-H-0033	08 NOV 91	B
TMIC	1	TECHNOLOGY MANAGEMENT & INTEGRATION CO. ATTN: JOHN LONGFELLOW SUITE 100 3800 RECTORTOWN ROAD MARSHALL VA 20115-3335	DCA200-95-H-0004	27 DEC 94	A

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
TMTC	1	TEXAS-MIDLAND TELEPHONE COMPANY P O DRAWER 429 GRANDVIEW TX 76050-0429	DCA200 89 H 0038	13 FEB 89	C
TNET	1	PACWEST TELECOMMUNICATIONS CORPORATION, ATTN: ROBERT M. VOLKER SUITE 100 91-238 KALAELOA BLVD KAPOLEI HI 96707-1820	DCA200-97-H-0038	21 NOV 96	B
TOTA	1	TOTAH TELEPHONE COMPANY, INC. ATTN: JERRY E. SHORE POST OFFICE BOX 300 OCHELATA OK 74051-0300	DCA200-97-H-0014	05 NOV 96	B
TOHN	1	TOWNSHIP TELEPHONE COMPANY D/B/A TDS TELECOM ATTN: DIANE DWYER P O BOX 70 MAIN STREET CHAUMONT NY 13622-0070	DCA200 85 H 0080	22 JUL 85	B
TPLX	1	TIMEPLEX FEDERAL SYSTEMS, INC. ATTN: MONICA DAVIS SUITE 750 22150 MONUMENT DRIVE FAIRFAX VA 22033-4054	DCA200-95-H-0012	31 MAY 95	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
TRIC	1	TRI-COUNTY TEL CO, INC ATTN: BEN MILLER 117 E WASHINGTON STREET P O BOX 186 NEW RICHMOND IN 47967	DCA200 85 H 0150	26 SEP 85	B
TRTT	1	IDB WORLDCOM SERVICES, INC. 15245 SHADY GROVE ROAD ROCKVILLE MD 20850-3222	DCA200 92 H 0111	04 JUN 92	C
TTC	1	TRANSITION TECHNOLOGY CORPORATION ATTN: MR. J. H. CRONIN 2875 TOMERVIEW ROAD HERNDON VA 22071-3205	DCA200-91-H-0007	21 MAY 91	B
TTHM	1	TRIANGLE TELEPHONE COOPERATIVE ATTN: MR. BURL MINER 2121 HIGHWAY 7 NORTHWEST POST OFFICE BOX 1230 HAVRE MT 59501-1230	DCA200-96-H-0020	14 FEB 96	B
TTTC	1	TABLE TOP TELEPHONE COMPANY, INC. ATTN: WILLIAM J. HAYES 600 NORTH SECOND AVENUE AJU AZ 85321-2000	DCA200-96-H-0054	22 APR 96	B
TUHI	1	TELEPHONE UTILITIES OF WASHINGTON, INC. D/B/A CENTURY TEL ATTN: MAUREEN CHRISTIE 8102 SKANSIE AVENUE GIG HARBOR WA 98332-8415	DCA200-97-H-0009	24 OCT 96	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
TYTC	1	TRINITY VALLEY TEL CO ATTN: PAT ROTENDS DRAWER 429 GRANDVIEW TX 77665-0429	DCA200-94-H-0011	27 JUN 94	C
TNCH	1	TIME WARNER COMMUNICATIONS OF HAWAII, L.P. (SEE BELOW) ATTN: MARK R. JOLLY 2669 KILIHAI STREET HONOLULU HI 96819	LDCA200-97-H-0012	05 NOV 96	C
TNDA	1	TND & ASSOCIATES INC. ATTN: MR. ALAN A. ALGOSO 5201 LEESBURG PIKE, SUITE FALLS CHURCH VA 22041-3203	DCA200-99-H-0004	01 JUN 99	A
TWIN	1	TWIN LAKES TELEPHONE COOP CORP P O BOX 67 GAINESBORO TN 38562	DCA200 85 H 0142	09 SEP 85	B
UBAT	1	UINTAH BASIN TELEPHONE ASSOC INC ATTN: PAUL W. NIELSON, OFFICE MGR PO BOX 398 ROOSEVELT UT 84066-0398	DCA200 92 H 0118	05 JUN 92	B

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
UKCH	1	UNITED TEL CO OF MO D/B/A SPRINT ATTN: JOHN L. ROE 5454 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200 96 H 0052	10 APR 96	C
UNAT	1	UNITED NATIVE AMERICAN TELECOMMUNICATIONS ATTN: MARK A. BELL 331 EAST 27TH AVENUE ANCHORAGE AK 99515-1943	DCA200-96-H-0039	27 MAR 96	A
UNDZ	1	UNION TELEPHONE COMPANY, INC. ATTN: JAMES H. HOODY 850 N. STATE HIGHWAY 414 POST OFFICE BOX 160 MOUNTAIN VIEW WY 82939-0160	DCA200-95-H-0007	31 MAR 95	B
UNJZ	1	UNITED TEL MUTUAL AID CORP ATTN: KENNETH CARLSON P O BOX 729 411 7TH AVE LANGDON ND 58249-0729	DCA200 85 H 0075	18 JUL 85	B
UNLA	1	UNITED TELEPHONE ASSOC, INC 1107 MC ARTOR RD PO BOX 117 DODGE CITY KS 67801-0117	DCA200 85 H 0138	27 AUG 85	B
UNMA	1	UNITED TEL CO OF THE CAROLINAS INC ATTN: JACK GADDIS 14111 CAPITAL BLVD WAKE FOREST NC 28387	DCA200 88 H 0009	21 DEC 87	C

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UNQA	1	UNITED TELEPHONE COMPANY OF KANSAS D/B/A SPRINT ATTN: JOHN L. ROE 5454 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200 96 H 0051	09 APR 96	C
UNRA	1	UNITED TEL CO OF NJ INC D/B/A SPRINT ATTN: DALE CROSS, PRESIDENT 1201 WALNUT BOTTOM ROAD P. O. BOX 1201 CARLISLE PA 17013-6312	DCA200-88-H-0008	13 NOV 87	C
UNTO	1	UNITED TELEPHONE COMPANY OF OHIO D/B/A SPRINT ATTN: THOMAS JACOBS 665 LEXINGTON AVENUE POST OFFICE BOX 3555 MANSFIELD OH 44907	DCA200-96-H-0024	09 MAR 96	C
URBN	1	FRONTIER COMMUNICATIONS OF WISCONSIN, ATTN: TODD SCHAFER 26 WEST 12TH STREET POST OFFICE BOX 209 CLINTONVILLE WI 54929-0209	IDCA200-97-H-0011	05 NOV 96	B
USTS	1	METROMEDIA COMMUNICATIONS CORPORATION ATTN: LEN PLOTKIN-MGR, GOVT SERVICES SUITE 650 1828 L STREET, N.W. WASHINGTON DC 20036-5104	DCA200 91 H 0018	18 SEP 91	C
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
UTAI	1	USER TECHNOLOGY ASSOCIATES, INC. ATTN: PAUL D. WILLIAMS, DIR-FINANCE SUITE 400 4301 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-0400	DCA200-93-H-0033	13 MAY 93	A
UTEK	1	UNITED TELEPHONE CO. OF EASTERN KANSAS D/B/A SPRINT ATTN: JOHN ROE 5454 WEST 110TH STREET OVERLAND PARK KS 66211	DCA200-97-H-0006	30 OCT 96	C
UTEL	1	UTELCO, INC. ATTN: CHARLES D. METCALF 827 16TH AVENUE P. O. BOX 88 MONROE WI 53566-0088	DCA200-96-H-0119	15 AUG 96	B
UTH	1	UNITED TEL CO OF PA D/B/A SPRINT ATTN: JOHN ROE 1201 WALNUT BOTTOM ROAD P. O. BOX 1201 CARLISLE PA 17013-0905	DCA200 88 H 0004	13 OCT 87	C
UTON	1	UNITED TELEPHONE COMPANY OF THE NORTHWEDCA D/B/A SPRINT ATTN: SETH M. LUBIN OFFICE OF GENERAL COUNSEL 902 MASCO STREET HOOD RIVER OR 97031-5000	200-96-H-0110	08 AUG 96	C
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SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
UUI	1	UNITED UTILITIES INC ATTN: AUDREY BISHOP 8450 A STREET ANCHORAGE AK 99518-1278	DCA200 89 H 0024	13 FEB 89	A
VATC	1	VALLEY TELEPHONE COOPERATIVE, INC ATTN: RICHARD C. DULLUM 752 EAST MALEY POST OFFICE BOX 970 WILLCOX AZ 85644-0970	DCA200-97-H-0015	05 NOV 96	B
VATI	1	VALLEY TELECOMMUNICATIONS, INC. ATTN: CATHY GREENWOOD BOX 600 SCOBEE MT 59263-0600	DCA200-95-H-0013	08 JUN 95	B
VENT	1	VENTURE COMMUNICATIONS, INC. ATTN: MARTIN STIEFFEL 218 COMMERCIAL AVENUE, SE POST OFFICE BOX 476 HIGHMORE SD 57345-0476	DCA200-97-H-0088	25 SEP 97	B
VIHA	1	CENTRAL TELEPHONE COMPANY OF VIRGINIA D/B/A SPRINT ATTN: HERB HENDERSON 2211 HYDRAULIC RD CHARLOTTESVILLE VA 22901-2705	DCA200 96 H 0065	21 MAY 96	C

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
VITC	1	VIRGIN ISLANDS TELEPHONE CORP CHARLOTTE AMALIE P.O. BOX 6100 ST THOMAS VQ 00801	DCA200 80 H 051	22 AUG 80	C
VOYA	1	VOYAGER TELECOMMUNICATIONS, INC. ATTN: SCOTT MILLER SUITE 420 8700 CENTREVILLE ROAD MANASSAS VA 20110	DCA200-98-H-0005	07 AUG 98	B
VTC	1	VERMONT TELEPHONE COMPANY, INC. ATTN: NORM KOCHNSKI 354 RIVER STREET POST OFFICE BOX 2005 SPRINGFIELD VT 05156-2005	DCA200-97-H-0032	15 NOV 96	B
VTCI	1	VALLEY TELEPHONE COOPERATIVE, INC. ATTN: JEANETTE NAPP 480 SO. 6TH STREET RAYMONDVILLE TX 78580-2487	DCA200-97-H-0033	15 NOV 96	B
WABH	1	WABASH TELEPHONE COOPERATIVE, INC ATTN: MR. ROBERT REEL, ADMIN ASST 219 SOUTH CHURCH ST POST OFFICE BOX 299 LOUISVILLE IL 62858-0299	DCA200 92 H 0070	24 FEB 92	B

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SECTION A
ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HASD	1	HAYSIDE TELEPHONE COMPANY, THE DBA/PTT COMMUNICATIONS 7235 HIGHWAY N. 54126 ROUTE 2 BOX 56 GREENLEAF HI 54126	DCA200 85 H 0120	19 AUG 85	B
HCTC	1	GTE WEST COAST INCORPORATED C/O GTE CALIFORNIA INCORPORATED ATTN: TRUDIE WILEY, MAJOR ACCTS 3500 WILLOW LANE THOUSAND OAKS CA 91361-4921	DCA200 93 H 0004	08 OCT 92	C
HCTO	1	WOOD COUNTY TELEPHONE COMPANY, INC. ATTN: ROBERT HEWITT 440 EAST GRAND AVENUE POST OFFICE BOX 8045 WISCONSIN RAPIDS WI 54495-0045	DCA200-96-H-0094	15 JUL 96	B
WDTC	1	HOODBURY TELEPHONE COMPANY, THE ATTN: LINDA LEE 211 MAIN STREET SOUTH HOODBURY CT 06798	DCA200-89-H-0062	22 SEP 89	B
WEST	1	NES-TEX TEL COOP INC ATTN: CHARLES BUTLER P O BOX 280 STANTON TX 79782-0280	DCA200-97-H-0018	05 NOV 96	B

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
WFSI	1	WORLDCOM FEDERAL SYSTEMS, INC. D/B/A MCI WORLDCOM ATTN: JAMES T. MCKENNA SUITE 410 15245 SHADY GROVE ROAD ROCKVILLE MD 20850-3222	DCA200-96-H-0074	11 JUN 96	C
WHFZ	1	WHEAT STATE TEL CO, INC ATTN: JERROLD HOFFMAN, PRESIDENT 106 WEST FIRST STREET UDALL KS 67146	DCA200 92 H 0061	24 FEB 92	B
WICC	1	WIGGINS TELEPHONE ASSOCIATION 414 MAIN STREET PO BOX 690 WIGGINS CO 80654-0690	DCA200 85 H 0118	19 AUG 85	B
WINT	1	WINTERHAVEN TELEPHONE COMPANY ATTN: MS. KATHY FARMER 18025 OLINDA ROAD ANDERSON CA 96007-8262	DCA200-92-H-0092	02 MAR 92	B
WIT	1	WASHINGTON INTERNATIONAL TELEPORT, INC. ATTN: HENRY C. CLARK SUITE B-210 5900 GENERAL WASHINGTON DRIVE ALEXANDRIA VA 22312-2401	DCA200-98-H-0002	06 NOV 97	C
WOOD	1	HOODSTOCK TEL CO PO BOX C RUGHTON MN 56170	DCA200 85 H 0143	09 SEP 85	B

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HRCT	1	WEST RIVER COOPERATIVE TELEPHONE ATTN: DARRELL HENDERSON 1ST AVENUE AND NORTH MAIN POST OFFICE BOX 39 BISON SD 57620-0039	COMPANDCA200-97-H-0084	24 JUL 97	B
HRMA	1	WEST RIVER TELECOMMUNICATIONS ATTN: ROBERT A BARFIELD 101 WEST MAIN STREET POST OFFICE BOX 467 HAZEN ND 58545-0467	COOPERATIDCA200 96 H 0096	16 JUL 96	B
WRTC	1	WESTERN RESERVE TEL CO, THE 245 NORTH MAIN STREET HUDSON OH 44236-0827	DCA200-89-H-0014	24 JAN 89	C
MSGD	1	WORLD SAFEGUARD, INC. ATTN: MR. ROBERT C. COOPER, PRESIDENT 67 BROAD STREET, 4TH FLOOR NEW YORK NY 10004	DCA200-89-H-0060	11 SEP 89	B
WT	1	WISCONSIN BELL, INC. D/B/A AMRITTECA ATTN: MR. JOSEPH T. HOLDANSKI 3RD FLOOR 17950 WEST CORPORATE DRIVE BROOKFIELD WI 53045-6337	DCA200 92 H 0022	30 OCT 91	C

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ADDRESSES OF COMPANIES WITH BASIC AGREEMENTS
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
WTC	1	WALNUT TELEPHONE COMPANY ATTN: JIM HANSEN 510 HIGHLAND STREET POST OFFICE BOX 346 WALNUT IA 51577-0346	DCA200 96 H 0005	13 JAN 96	B
HTEX	1	WEST TEXAS RURAL TEL COOP, INC ATTN: MR. J. B. NOLAND 708 SOUTH HIGHWAY 385 POST OFFICE BOX 1737 HEREFORD TX 79045-1737	DCA200 96 H 0053	22 APR 96	B
WTRP	1	WINTHROP TELEPHONE COMPANY ATTN: PAUL LARSON 213 EAST SECOND STREET POST OFFICE BOX X WINTHROP MN 55396-0509	DCA200-96-H-0006	17 JAN 96	B
WUII	1	WESTERN UNION INTL, INC ATTN: JERRY EDGERTON TWO INTERNATIONAL DRIVE RYE BROOK NY 10573	DCA200-97-H-0048	21 NOV 96	C
WUTT	1	WESTERN UNION CORPORATION ATTN: GARY SPEAR 13022 HOLLENBERG BRIDGETON MO 63044	DCA200-86-H-0045	16 APR 86	C

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
HYDZ	1	WYOMING TELEPHONE COMPANY, INC. D/O/A CENTURYTEL ATTN: C. E. PETERSON 110 S. FRANKLIN AVE BOX 160 PINEDALE	DCA200 86 H 0022	06 JAN 86	C
YUKN	1	YUKON TELEPHONE COMPANY, INC. ATTN: J. CLIFTON ELLER 1290 PECK STREET POST OFFICE BOX 873809 WASILLA	DCA200 96 H 0063	20 MAY 96	B

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SECTION A

SECTION B

ADDRESSES OF DITCO-EUR COMPANIES

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ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
AIB	1	ASSOC DES INDUSTRIELS DE BELGIQUE AVENUE ANDRE DROUART 27-29 BRUSSELS BE 1160	DCA400 85 H 0018	01 JAN 86	L
BAHR	1	BAHRAIN TELECOMMUNICATIONS CO ATTN: MR. AHMED ATIYA POST OFFICE BOX 14 MERCURY HOUSE MANAMA BA 99999	DCA400-95-H-0017	06 JUN 95	L
BRTT	1	REGIE DES TELEGR ETOES TELEPH BD DE L IMPERATRICE, 17 BRUSSELS BE 1000	DCA400-75-H-0011	01 APR 75	L
CIVR	1	CIVIL REGISTERED ATTN: ALLA COMPENDIUM BLDG 143 SEMBACHHEUBERG GM 6751	DCA400-80-H-0000	17 JUL 70	L
CTME	1	TELEFONICA DE ESPANA, S.A. DEPARTAMENTO MARKETING Y PASEO DE RECOLTOS 37-41 VENTAS GRANDES CLIENTES MADRID SP 28004	DCA400-87-H-0022	16 OCT 89	L
DB	1	DEUTSCHE BUNDESPOST OPK (PTZ/FTZ) ATTN: ART 60 NATO SOFA POSTFACH 111180 DARMSTADT GM 6100	DCA400-83-H-0000	01 JUL 63	L
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ADDRESSES OF DITCO-EUR COMPANIES
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
DPTT	1	GEN DIR OF POST & TELEGRAPHS FAVERGADE 17 COPENHAGEN K DK 1007	DCA400 74 H 0010	01 NOV 74	L
ENER	1	ENERGIS COMMUNICATIONS LIMITED ATTN: MR. M. BRISK QUEENS COURT ALDERLEY EDG WILMSLOW ROAD CHESHIRE UK 00000	DCA400-95-H-0008	01 JUN 95	L
FAAN	1	FA ANSBACH ATTN: ART 60 NATO SOFA BAHNHOFPLATZ 8 ANSBACH GM 8000	DCA400-83-H-0000	01 JUL 63	L
FAAS	1	FA ASCHAFFENBURG ATTN: ART 60 NATO SOFA HOFGARENSTR 16 ASCHAFFENBURG GM 8750	DCA400-83-H-0000	01 JUL 63	L
FAAU	1	FERNMELDEAMT AUGSBURG ATTN: ART 60 NATO SOFA VOLKHIRT STR 6 AUGSBURG GM 8900	DCA400-83-H-0000	01 JUL 63	L
FABA	1	FERNMELDEAMT BAMBERG ATTN: ART 60 NATO SOFA WILHELMPLATZ 3 BAMBERG GM 8600	DCA400-83-H-0000	01 JUL 63	L
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SECTION B
ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FABE	1	FERNMELDEAMT 1 BERLIN ATTN: ART 60 NATO SOFA WINTERFELD STR 21 BERLIN GM 1000	DCA400-83-H-0000	01 JUL 63	L
FABN	1	FERNMELDEAMT BERLIN ATTN: ART 60 NATO SOFA WINTERFELDSTR.21 BERLIN GM 1000	DCA400-83-H-0000	01 JUL 63	L
FABO	1	FERNMELDEAMT BONN ATTN: ART 60 NATO SOFA BONN GM 5300	DCA400-83-H-0000	01 JUL 63	L
FABR	1	FERNMELDEAMT BREMERHAVEN ATTN: ART 60 NATO SOFA FRIEDRICH-EBERT-STR 33 BREMERHAVEN 1 GM 2850	DCA400-83-H-0000	01 JUL 63	L
FABS	1	FERNMELDEAMT BRAUNSCHWEIG ATTN: ART 60 NATO SOFA POSTSACH 4002 BRAUNSCHWEIG GM 3300	DCA400-83-H-0000	01 JUL 63	L
FADA	1	FA DARMSTADT ATTN: ART 60 NATO SOFA ESCHOLLBRUECKER STR 12 DARMSTADT GM 6100	DCA400-83-H-0000	01 JUL 63	L

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ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FADU	1	FERNMELDEAMT DUESSELDORF ATTN: ART 60 NATO SOFA MOLTKESTR. 23 DUESSELDORF 30 GM 4000	DCA400-90-H-0000	01 JUL 63	L
FAES	1	FERNMELDEAMT ESCHBORN ATTN: ART 60 NATO SOFA FRANKFURTER STR - 10-16 ESCHBORN 1 GM 6236	DCA400-83-H-0000	01 JUL 63	L
FAFR	1	FERNMELDEAMT FRANKFURT ATTN: ART 60 NATO SOFA POSTFACH FRANKFURT GM 6000	DCA400-83-H-0000	01 JUL 63	L
FAFU	1	FA FULDA ATTN: ART 60 NATO SOFA UNTERM HELBIG KREUZ 3-5 FULDA GM 6400	DCA400-83-H-0000	01 JUL 63	L
FAGI	1	FA GIESSEN ATTN: ART 60 NATO SOFA LIEBIG STR 14 GIESSEN 1 GM 6300	DCA400-83-H-0000	01 JUL 63	L
FAGO	1	FA GOEPPINGEN ATTN: ART 60 NATO SOFA ULRICHSTR. 29 GOEPPINGEN GM 7320	DCA400-87-H-0000	01 JUN 87	L

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ADDRESSES OF DITCO-EUR COMPANIES
(LISTED ALPHABETICALLY BY SYMBOL)

COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FAHA	1	FERNMELDEAMT HANAU ATTN: ART60NATOSOFA ALTER RUECKINGER WEG 55 HANAU L GM 06450	DCA400-87-H-0000	01 JUL 63	L
FAHE	1	FERNMELDEAMT HEIDELBERG ATTN: ART60NATOSOFA BISMARCKSTRASSE 9-15 HEIDELBERG GM 6900	DCA400-85-H-0000	01 JUL 63	L
FAHI	1	FERNMELDEAMT HEILBRONN ATTN: ART60NATOSOFA OSTSTR 123-125 HEILBRONN GM 07100	DCA400-88-H-0000	01 JUL 63	L
FAKA	1	FERNMELDEAMT KARLSRUHE ATTN: ART60NATOSOFA RUEPPURER STR 1A KARLSRUHE GM 7500	DCA400-88-H-0000	01 JUL 63	L
FAKI	1	FERNMELDEAMT KISSINGEN ATTN: ART60NATOSOFA MUENCHNERSTRASSE 5 BAD KISSINGEN GM 8730	DCA400-85-H-0000	01 JUL 63	L
FAKO	1	FERNMELDEAMT 1 KOBLENZ ATTN: ART60NATOSOFA MOSELWEISSER STR 70 KOBLENZ GM 5400	DCA400-85-H-0000	01 JUL 63	L

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ADDRESSES OF DITCO-EUR COMPANIES
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FAKR	1	FA BAD KREUZNACH ATTN: ART60NATOSOFA HOLZMARKT 12 BAD KREUZNACH GM 6550	DCA400-87-H-0000	01 JUL 63	L
FAMA	1	FERNMELDEAMT MANNHEIM ATTN: ART60NATOSOFA POSTAMT 11 MANNHEIM GM 6800	DCA400-85-H-0000	01 JUL 63	L
FANG	1	FERNMELDEAMT MOENCHENGLADBACH ATTN: ART60NATOSOFA FLEHITSTR 88 MOENCHENGLADBACH GM 4050	DCA400-90-H-0000	01 JUL 63	L
FAMN	1	FA 1 MUENCHEN ATTN: ART60NATOSOFA ARNULFSTR 60 MUENCHEN 2 GM 8000	DCA400-87-H-0000	01 JUL 63	L
FAMZ	1	FERNMELDEAMT MAINZ ATTN: ART60NATOSOFA MUENSTERPLATZ 2 MAINZ GM 06500	DCA400-87-H-0000	01 JUL 63	L
FANE	1	FERNMELDEAMT NEUSTADT ATTN: ART60NATOSOFA POSTSACH 100261 NEUSTADT GM 6730	DCA400-88-H-0000	01 JUL 63	L

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ADDRESSES OF DITCO-EUR COMPANIES
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FANU	1	FERNMELDEAMT NUERNBERG ATTN: ART60NATOSOFA MARIENSTRASSE 5 NUERNBERG GM	DCA400-89-H-0000	15 DEC 89	L
FARE	1	FERNMELDEAMT REGENSBURG ATTN: ART60NATOSOFA POSTFACH 100002 REGENSBURG GM	DCA400-89-H-0000	15 DEC 89	L
FARD	1	FA ROSENHEIM ATTN: ART60NATOSOFA AVENTINSTRASSE 16 ROSENHEIM GM	DCA400-87-H-0000	10 AUG 87	L
FASA	1	FERNMELDEAMT SAARBRUECKEN ATTN: ART60NATOSOFA POSTFACH 3020 SAARBRUECK GM	DCA400-89-H-0000	15 DEC 89	L
FASH	1	FERNMELDEAMT SCHWABEISH HALL ATTN: ART60NATOSOFA POSTFACH 10 02 00 SCHWABEISH HAL GM	DCA400-87-H-0000	01 JUL 63	L
FASU	1	FERNMELDEAMT 2 STUTTART ATTN: ART60NATOSOFA POSTFACH 4910 STUTTART 1 GM	DCA400-88-H-0000	01 JUL 63	L

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ADDRESSES OF DITCO-EUR COMPANIES
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FATR	1	FERNMELDEAMT TRIER ATTN: ART60NATOSOFA HERZOGENBUSCHER STR 1 TRIER GM	DCA400-88-H-0000	01 JUL 63	L
FATS	1	FERNMELDEAMT TRAUNSPAIN ATTN: ART60NATOSOFA POSTFACH 1002 TRAUNSPAIN GM	DCA400-89-H-0000	01 JUL 89	L
FAUL	1	FA ULM ATTN: ART60NATOSOFA POSTFACH 3000 ULM GM	DCA400-87-H-0000	01 JUN 87	L
FANE	1	FERNMELDEAMT WEIDEN ATTN: ART60NATOSOFA POSTFACH 1400 WEIDEN 1 GM	DCA400-85-H-0000	01 JUL 63	L
FAHI	1	FA WIESBADEN ATTN: ART60NATOSOFA FRIEDRICH STR 29 WIESBADEN GM	DCA400-85-H-0000	01 JUL 63	L
FAHL	1	FA WEILHEIM ATTN: ART60NATOSOFA PARADEISSTR 71 WEILHEIM GM	DCA400-88-H-0000	01 JUL 63	L

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ADDRESSES OF DITCO-EUR COMPANIES
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
FAMS	1	FA WESEL ATTN: ARTONATOSOFA AUGUSTSTR 12 WESEL 1 GM 4230	DCA400-88-H-0000	01 JUL 63	L
FAHU	1	FERNMELDEAMT HUERZBURG ATTN: ARTONATOSOFA PARADEPLATZ 4 HUERZBURG L GM 04230	DCA400-85-H-0000	01 JUL 63	L
FFA	1	DEUTSCHE BUNDESPOST BUCHUNGSSTELLE ATTN: ARTONATOSOFA OSTBAHNHOFSTRASSE 13-15 FRANKFURT 1 GM 6000	DCA400-87-H-0000	01 JUL 63	L
FKF	1	DEUTSCHE BUNDESPOST ATTN: ARTONATOSOFA POSTFACH 2501 KAISERSLAUTERN GM 6750	DCA400-85-H-0000	01 JUL 63	L
FPTT	1	MINISTERE DES P&T 20 AVENUE DE SIGUR PARIS FR 75007	DCA400-70-H-0004	13 MAR 70	L
GPO	1	BRITISH TELECOMMUNICATIONS PLC (BT) ATTN: BT GOVERNMENT ACCOUNTS, PETER TEG ST. STEPHENS HOUSE 17-19 ROCHESTER ROW LONDON UK 00000	DCA400-87-H-0020	01 JAN 87	L

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ADDRESSES OF DITCO-EUR COMPANIES
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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
GPO	2	BRITISH TELECOMMUNICATIONS PLC (BT) ATTN: BT GOVERNMENT ACCOUNTS, PETER TEG ST. STEPHENS HOUSE 17-19 ROCHESTER ROW LONDON UK 00000	DCA400-97-D-0007	01 JAN 97	L
GPTT	1	OTE THE HELLENIC TELECOMM ORGN ATTN: ALLA COMPENDIUM 15 STADIUM STREET ATHENS GR 00000	DCA400-80-H-0000	17 JUL 70	L
IIPP	1	POST & TELEGRAPH ADMIN, THE ATTN: ALLA COMPENDIUM PO BOX 270 REYKJAVIK IC 00000	DCA400-85-H-0000	17 JUL 70	L
IPTT	1	POST TELEPH & TELEGR MINISTRY ATTN: BANCA DI ROMA, ACCOUNT 581 VIALE EUROPA 160 ROMA IT 00000	DCA400-93-H-0060	01 JAN 93	L
IPTU	1	POST TELEPHONE & TELEGRAPH MINISTRY ATTN: BANCA DI ROMA, ACCOUNT 581 2 VERSILIA STREET IRI COUNTER ROMA IT	DCA400-84-H-0017	01 JAN 84	L

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COMPANY SYMBOL	CONTRACT CODE	COMPANY ADDRESS	AGREEMENT NUMBER	AGREEMENT EFF DATE	SIZE CODE
LPTT	1	GENERAL DIRECTORATE POST & TELECOMMUNICATIONS ADDRESS UNKNOWN LUXEMBOURG LU 2020	DCA400-86-H-0019	01 JAN 87	L
MERC	1	MERCURY COMMUNICATIONS LTD BARNARDS INN 86 FETTER LANE LONDON UK 00000-0000	DCA400-95-H-0025	23 JUN 95	L
NNPT	1	NORWEGIAN TELECOMMUNICATIONS ADMIN UNIVERSITETSGATA 2 OSLO NO 00000	DCA400-77-H-0013	01 MAY 77	L
NPTT	1	PTT TELECOM BUSINESS COMMUNICATIONS PO BOX 30150 THE HAGUE NL 00000-0000	DCA400-88-H-0023	06 SEP 89	L
SIP	1	TELECOM ITALIA S.P.A. VIA SAN DALMAZZO 15 TORINO IT 10122	DCA400-93-H-0060	01 JAN 93	L
TPTT	1	GENERAL DIRECTORATE OF PTT ATTN: ALLA COMPENDIUM TELEGRAPH & TELEPHONE DEPT ANKARA TU 00000	DCA400-87-H-0000	17 JUL 70	L

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SECTION C

ALL COMPANIES IN SECTION A AND B

SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS		SYMBOL
ACE TELEPHONE ASSOC		ACTA
ACTION TELCOM COMPANY		ACTT
ALASCOM INCORPORATED	D/B/A AT&T ALASCOM	RCAA
ALASKA FIBER STAR, LLC		ALFS
ALASKA TELEPHONE COMPANY		NATU
ALBION TELEPHONE COMPANY INC		ALBT
ALIANTE COMMUNICATIONS CO.		LTLN
ALLTEL FLORIDA, INC		HODZ
ALLTEL MICHIGAN, INC		MIMI
ALLTEL NEW YORK, INC		JAAA
ALLTEL OHIO, INC		NEVA
ALLTEL OKLAHOMA, INC		ALOK
ALLTEL PENNSYLVANIA, INC		MIDM
ALMA TEL CO INC		ALHA
ALPHA LYRACOM SPACE COMMUNICATIONS, INC		ALSC
AMERICAN TELEPHONE & TELEGRAPH COMPANY		ABI
APPLIED QUALITY COMMUNICATIONS, INC.		AQCI
ARCTIC SLOPE TEL ASSN COOP, INC		ASTC

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS		SYMBOL
ARMSTRONG TELEPHONE CO		MURD
ASSOC DES INDUSTRIELS DE	BELIGNE	AIB
AT&T COMMUNICATIONS, INC.		AT
AT&T CORP.		ATTH
BADGER TELECOM, INC.		BTCI
BAHRAIN TELECOMMUNICATIONS CO		BAHR
BALLARD RURAL TEL COOP CORP, INC		BRTC
BALTIC TELECOM COOPERATIVE		BALT
BAY AREA TELEPORT, INC.		BAYT
BBN PLANET CORPORATION		BBNP
BEK COMMUNICATIONS I, INC.		BEKC
BELL ATLANTIC - DELAWARE, INC.		DS
BELL ATLANTIC - MARYLAND, INC.		CPB
BELL ATLANTIC - NEW JERSEY, INC.		NJ
BELL ATLANTIC - PENNSYLVANIA, INC.		BP
BELL ATLANTIC - VIRGINIA, INC.		CPV
BELL ATLANTIC - WASHINGTON, D.C., INC.		CP
BELL ATLANTIC - WEST VIRGINIA, INC.		CPM

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
BELL ATLANTICOM SYSTEMS INC	BASI
BELL COMMUNICATIONS RESEARCH, INC.	BCRI
BELLSOUTH COMMUNICATIONS, INC	BSGS
BELLSOUTH TELECOMMUNICATIONS, INC	SB
BENTON RIDGE TEL CO, THE	BEUA
BETTLES TELEPHONE COMPANY	BETL
BLUE VALLEY TELEPHONE COMPANY	BLUE
BLUESTEM TELEPHONE COMPANY, INC.	BLUS
BRANDENBURG TELEPHONE COMPANY, INC.	BRDT
BRISTOL BAY TEL COOP, INC	BBTC
BRITISH TELECOMMUNICATIONS PLC (BT)	GPO
BUSH-TELL, INC	BUSH
CABLE & WIRELESS, INC.	CAWH
CAMERON TELEPHONE COMPANY	CTCO
CAP ROCK TELEPHONE COOPERATIVE, INC.	CAPR
CAROLINA TELEPHONE & TELEGRAPH COMPANY	CTNC
CASCADE AUTOVON COMPANY	CAYA
CASCADE AUTOVON COMPANY	D/B/A PTI COMMUNICATIONS
CENTRAL MONTANA COMMUNICATIONS, INC.	CMCI

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
CENTRAL SCOTT TELEPHONE COMPANY	CSTC
CENTRAL STATE TELEPHONE COMPANY	CSTE
CENTRAL TEL CO OF NV	SNTB
CENTRAL TEL CO-NORTH CAROLINA	CENN
CENTRAL TELEPHONE CO OF FLORIDA	SETT
CENTRAL TELEPHONE COMPANY OF ILLINOIS	CETL
CENTRAL TELEPHONE COMPANY OF TX	MKT
CENTRAL TELEPHONE COMPANY OF VIRGINIA	VIHA
CENTURY TEL OF WISCONSIN, INC	LCH
CENTURY TELEPHONE COMPANY, INC.	CENT
CENTURY TELEPHONE MIDWEST, INC.	CTMI
CENTURY TELEPHONE OF IDAHO, INC.	LMHI
CENTURY TELEPHONE OF LARSEN-READFIELD, I	LRTC
CENTURY TELEPHONE OF MICHIGAN, INC.	CTCH
CENTURY TELEPHONE OF WISCONSIN, INC.	MORZ
CENTURYTEL OF EAGLE, INC.	EVEC
CENTURYTEL OF MINNESOTA, INC	CTEL
CENTURYTEL OF NORTH MISSISSIPPI, INC.	HOTC

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
CORCORAN GROUP, INC.	CORC
CORDOVA TELEPHONE COOPERATIVE, INC	COPA
CP NATIONAL CORPORATION	CPU
CRAW-KAM TELEPHONE COOPERATIVE, INC	CRAW
CROSS TELEPHONE CO, INC	CROS
CRUISEPHONE, INC.	CRUZ
DAKOTA CENTRAL TELECOMMUNICATIONS COOPER	DCRT
DAKOTA COOP TELECOMMUNICATIONS, INC	DCTI
DALTON TELEPHONE COMPANY INC	DALT
DARIEN TELEPHONE CO, INC., THE	DTCI
DEFENSE SYSTEMS, INC.	DSI
DELHI TELEPHONE COMPANY, THE	DLHI
DELL TELEPHONE COOPERATIVE, INC.	DELL
DEPOSIT TELEPHONE COMPANY, INC.	DEPO
DEUTSCHE BUNDESPOST	FKF
DEUTSCHE BUNDESPOST	FFA
DEUTSCHE BUNDESPOST	DB
DICKEY RURAL COMMUNICATIONS, INC.	DRCI

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
DUNKIRK AND FREDONIA TELEPHONE CO	DAFT
EASTERN NEW MEXICO RURAL TELEPHONE	ENMX
EASTERN SLOPE RURAL TEL ASSOC INC	ERST
EL PASO COUNTY TELEPHONE CO	ELPC
ELECTRA LIMITED, INC.	ELTR
ELLENSBURG TELEPHONE COMPANY	ETE
ELYRIA TEL CO	ELYT
EMERY COUNTY FARMERS UNION TEL ASSN, INC	EMER
ENERGIS COMMUNICATIONS LIMITED	ENER
EPOCH NETWORKS, INC.	EPOC
ESATEL COMMUNICATIONS, INC.	ESAT
EVANGELINE TELEPHONE COMPANY	EVAN
FA ANSBACH	FAAN
FA ASCHAFFENBURG	FAAS
FA BAD KREUZNACH	FAKR
FA DARMSTADT	FADA
FA FULDA	FAFU
FA GIESSEN	FAGI

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
FA GOEPFINGEN	FAGO
FA ROSENHEIM	FARO
FA ULM	FAUL
FA WEILHEIM	FAHL
FA WESEL	FAWS
FA WIESBADEN	FAHI
FA 1 MUENCHEN	FAMN
FARMER TELEPHONE COOP, INC	FARM
FERNMELDEAMT AUGSBURG	FAAU
FERNMELDEAMT BAMBERG	FABA
FERNMELDEAMT BERLIN	FABN
FERNMELDEAMT BONN	FABO
FERNMELDEAMT BRAUNSCHWEIG	FABS
FERNMELDEAMT BREMERHAVEN	FABR
FERNMELDEAMT DUESSELDORF	FADU
FERNMELDEAMT ESCHBORN	FAES
FERNMELDEAMT FRANKFURT	FAFR
FERNMELDEAMT HANAU	FAHA

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
FERNMELDEAMT HEIDELBERG	FAHE
FERNMELDEAMT HEILBRONN	FAHI
FERNMELDEAMT KARLSRUHE	FAKA
FERNMELDEAMT KISSINGEN	FAKI
FERNMELDEAMT MAINZ	FAMZ
FERNMELDEAMT MANNHEIM	FAMA
FERNMELDEAMT MOENCHENGLADBACH	FAMG
FERNMELDEAMT NEUSTADT	FANE
FERNMELDEAMT NUERNBERG	FANU
FERNMELDEAMT REGENSBURG	FARE
FERNMELDEAMT SAARBRUECKEN	FASA
FERNMELDEAMT SCHMAEBISH HALL	FASH
FERNMELDEAMT TRAUNSPAIN	FATS
FERNMELDEAMT TRIER	FATR
FERNMELDEAMT WEIDEN	FAME
FERNMELDEAMT WUERZBURG	FAMU
FERNMELDEAMT 1 BERLIN	FABE
FERNMELDEAMT 1 KOBLENZ	FAKO

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
FERNMELDEAMT 2 STUTTGART	FASU
FOOTHILLS RURAL TEL COOP CORP, INC	FOOT
FORT BEND TELEPHONE COMPANY	FBTC
FRONTIER COMMUNICATIONS OF ALABAMA, INC.	MNRO
FRONTIER COMMUNICATIONS OF AUSABLE VALLE	AVTC
FRONTIER COMMUNICATIONS OF GEORGIA, INC.	STCO
FRONTIER COMMUNICATIONS OF IOWA, INC.	CEOB
FRONTIER COMMUNICATIONS OF MINNESOTA, IN	CEEZ
FRONTIER COMMUNICATIONS OF WISCONSIN, IN	URBM
FRONTIER COMMUNICATIONS-ST. CROIX, INC.	SCTC
GALLATIN RIVER COMMUNICATIONS, L.L.P.	GALR
GE AMERICAN COMMUNICATIONS, INC	RCAC
GEH DIR OF POST & TELEGRAPHS	DPTT
GENERAL COMMUNICATIONS, INC	GCI
GENERAL DIRECTORATE OF PTT	TPTT
GENERAL DIRECTORATE POST & TELECOMMUNICATIONS	LPTT
GERMANTOWN INDEPENDENT TEL CO	GITC
GLS ASSOCIATES, INC.	GLSA

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
GOLDEN BELT TEL ASSN, INC, THE	GBTC
GOLDEN WEST COMMUNICATIONS, INC.	GWSI
GOLDEN WEST TEL CO-OP, INC	GWTC
GORHAM TELEPHONE COMPANY	GORT
GOVERNMENT COMMUNICATIONS, INC	LDSM
GRAND RIVER MUTUAL TEL CORP	GRMT
GRANITE STATE TELEPHONE, INC.	GSTI
GREAT LAKES TELECOM INC.	GLTI
GREAT PLAINS COMMUNICATIONS, INC	CTNT
GRIGGS COUNTY TELEPHONE COMPANY	GCTC
GST GOVERNMENT SYSTEMS, INC.	GGSI
GTE AIRFONE INCORPORATED	GFEA
GTE ARKANSAS, INC.	GTAR
GTE CALIFORNIA INCORPORATED	GTS
GTE COMMUNICATIONS CORP	GTEC
GTE FLORIDA INCORPORATED	GECZ
GTE GOVERNMENT SYSTEMS CORPORATION	AMSC
GTE HAWAIIAN TELEPHONE COMPANY, INC.	HADZ

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
GTE MIDWEST, INC.	GTMD
GTE NORTH INCORPORATED	GTNO
GTE NORTHWEST INCORPORATED	GTT
GTE SERVICE CORPORATION	GTSC
GTE SOUTH, INCORPORATED	GTSE
GTE SOUTHWEST INCORPORATED	GSDT
GTE SPACENET CORPORATION	GTEN
GTE TELECOM INC	GTES
GTE TELECOM INTERNATIONAL INCORPORATED	GTTI
GTE TELENET COMMUNICATION CORP	TELC
GTE WEST COAST INCORPORATED	WCTC
GTEL	GTEL
GUAM TELEPHONE AUTHORITY	GTA
GULF TELEPHONE COMPANY	GFTC
GULF TELEPHONE COMPANY ALABAMA CORP	GTCO
HARGRAY TELEPHONE CO, INC	HARG
HARNEY TELEPHONE SERVICE	HARN
HART TELEPHONE COMPANY	HTC
	GOVERNMENT SYSTEMS - NSI
	C/O GTE CALIFORNIA INCORPORATED

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
HAVILAND TEL CO, INC	HARA
HEINS TELEPHONE CO	HEIN
HOME TELEPHONE CO, THE	HOME
HOME TELEPHONE COMPANY, INC	HOTT
HOOPER TELEPHONE COMPANY	HOOP
HORRY TELEPHONE COOPERATIVE, INC.	HORR
HUGHES GLOBAL SERVICES, INC.	HUGH
HUMPHREYS COUNTY TELEPHONE CO	HUTC
IDB WORLDCOM SERVICES, INC.	TRTT
ILLINOIS BELL TEL CO	IL
ILLINOIS CONSOLIDATED TELEPHONE COMPANY	ILCA
INDIANA BELL TEL CO, INC	IB
INDUSTRY TEL CO	INDT
INFORMATION SYSTEMS & COMMUNICATIONS, IN	ISCI
INSTITUTIONAL COMMUNICATIONS CO., INC.	ICC
INTER-COMMUNITY TELEPHONE CO	INMA
INTERBELL TEL CO-OP, INC	ITBT
INTERDIGITAL COMMUNICATIONS CORPORATION	IDCC
	D/B/A AMERITECH
	D/B/A AMERITECH
	D/B/A METROPOLITAN FIBER SYSTEMS-ICC

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
INTERIOR TEL CO, INC	ITCI
INTERNATIONAL AERADIO	IACL
INTERSTATE TELECOMMUNICATIONS COOP, INC	INTC
INTERSTATE TELEPHONE COMPANY	INRA
IT&E OVERSEAS, INC.	ITEO
IXC CARRIER, INC.	CTGI
JAMES VALLEY COOPERATIVE TELEPHONE COMPA	JAYC
JBN TELEPHONE CO., INC.	JBN
KANOKLA TELEPHONE ASSOCIATION, INC.	KANO
KMC TELECOM, INC.	KMCT
LAFOURCHE TELEPHONE COMPANY, INC.	LAFR
LAKEDALE TELEPHONE COMPANY	LAKE
LAUREL HIGHLAND TELEPHONE CO	LHTC
LEMONMEIR VALLEY TELEPHONE COMPANY	LVTC
LIGHTCOM INTERNATIONAL INCORPORATED	LII
LINCOLN COUNTY TEL SYSTEM, INC	LCTS
LITEL TELECOM CORP	LITL
LIVINGSTON TELEPHONE COMPANY	LITC

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
LOCAL AREA TELECOMMUNICATIONS INC	LATI
LUCENT TECHNOLOGIES, INC.	LUCT
MALHEUR HOME TELEPHONE CO, INC	MAJA
MANKATO CITIZENS TEL CO	MCM
MANTI TELEPHONE COMPANY	MANT
MARSEILLES TELEPHONE COMPANY	MARS
MARTIN MARIETTA CORP	MHC
MATANUSKA TEL ASSOC, INC	MAQZ
MCCAM CELLULAR COMMUNICATIONS, INC.	MCCA
MCI INTERNATIONAL, INC.	MCII
MCI TELECOMMUNICATIONS CORPORATION	MCIT
MERCURY COMMUNICATIONS LTD	MERC
METAMORA TELEPHONE CO	MTTC
METROMEDIA COMMUNICATIONS CORPORATION	USTS
METROMEDIA PAGING SERVICES, INC.	MPSI
METROPOLITAN FIBER SYSTEMS INTERNATIONAL	MFSI
MICHIGAN BELL TELEPHONE COMPANY	MB
MICRONESIAN TELECOMMUNICATIONS CORP.	MICR

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
MID-RIVERS TEL COOP, INC	MRCM
MIDWAY TELEPHONE COMPANY	MDMY
MILLINGTON TELEPHONE CO, INC	MILT
MINFORD TELEPHONE COMPANY	MINF
MINISTERE DES P&T	FPTT
MOBILE SATELLITE COMMUNICATIONS, INC. DBA/PITTSBURGH INTERNATIONAL TELEPORT	PITP
MOBILE TELESYSTEMS, INC.	MTI
MON-CRE TEL COOP, INC	MONC
MOSINEE TELEPHONE COMPANY, THE	MSNE
MOUNTAIN HOME TEL CO, INC	MHOT
MOUNTAIN STATE TELEPHONE CO	PRES
MUD LAKE TELEPHONE COOPERATIVE ASSOCIATION INC.	MUDL
MUENSTER TELEPHONE CORPORATION OF TEXAS	MUEN
MUKLUK TELEPHONE COMPANY, INC. D/B/A TELALASKA	MKLK
MUNICIPALITY OF ANCHORAGE D/B/A ANCHORAGE TELEPHONE UTILITY	ATA
MUSTANG TELEPHONE COMPANY	MTC
NATIONAL TELECOMMUNICATIONS ALLIANCE, IN	NTAI
NEBRASKA CENTRAL TELEPHONE COMPANY	NEBC

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
NEMONT TELEPHONE COOPERATIVE, INC.	NEHM
NEVADA BELL	BN
NEVADA TELEPHONE AND TELEGRAPH CO	NTON
NEW ENGLAND TELEPHONE CO D/B/A NYNEX D/B/A FOL. BELL ATLANTIC COMPANIES: NEW	NE
NEW ULM TELECOM, INC.	NURT
NEW YORK TELEPHONE CO. D/B/A NYNEX NEW YORK, BELL ATLANTIC-CONNECTICUT	NY
NEWPORT TELEPHONE COMPANY, INC.	NEWP
NORTH COUNTRY TELEPHONE, INC.	NCTY
NORTH DAKOTA TELEPHONE COMPANY	NDTA
NORTH-WEST TELEPHONE COMPANY D/B/A D/B/A CENTURYTEL	NOJC
NORTHERN TEL COOPERATIVE, INC	HASH
NORTHWEST COMMUNICATIONS COOP	NHMA
NORTHWEST IOWA TEL CO	NISI
NORTHWESTERN TELEPHONE SYSTEMS, INC. D/B/A CENTURYTEL	PPLC
NORWEGIAN TELECOMMUNICATIONS ADMIN	NNPT
NTS COMMUNICATIONS, INC.	NTSC
NUSHAGAK TELE COOP, INC	NUSH
O'GARA SATELLITE SYSTEMS, INC.	OGAR

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS		SYMBOL
OHIO BELL COMMUNICATIONS		OBC
OHIO BELL TELEPHONE COMPANY	D/B/A AMERITECH	OB
OKLAHOMA COMMUNICATION SYS INC		OKCS
OTE THE HELLENIC TELECOMM ORGM		GPTT
OTZ TELEPHONE COOPERATIVE, INC.		OTZT
PACIFIC BELL		PT
PACIFIC RIM TELECOMMUNICATIONS		PACR
PACIFIC TELECOM CELLULAR OF AK, INC.	DBA CELLULINK	PTCA
PACWEST TELECOMMUNICATIONS CORPORATION,		TNET
PANAMSAT, L.P.		PSAT
PCI COMMUNICATIONS INC		PCIC
PEETZ COOP TEL CO		PEPZ
PENASCO VALLEY TEL COOP INC		PVTC
PEOPLES TELEPHONE COOPERATIVE, INC.		PTCI
PERRY SPENCER RURAL TEL COOP		PSRT
PIEDMONT RURAL TEL COOPERATIVE, INC		PRCI
PIONEER TELEPHONE ASSN, INC. THE		PIQZ
PIONEER TELEPHONE COOPERATIVE		PITC

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS		SYMBOL
PIONEER TELEPHONE COOPERATIVE, INC.		PION
PLAINS COOPERATIVE TEL ASSN, INC		PCTA
POKA-LAMBRO	TELE COOP, INC	PODZ
POLAR COMMUNICATIONS MUTUAL AID CORP		POEB
POST & TELEGRAPH ADMIN, THF		IIPP
POST TELEPH & TELEGR MINISTRY		IPTT
POST TELEPHONE & TELEGRAPH MINISTRY		IPTU
POSTVILLE TELEPHONE CO	D/B/A CENTURYTEL	POST
PROJECT RENAISSANCE, INC.		PROJ
PTI COMMUNICATIONS OF ALASKA, INC.	D/B/A PTI COMMUNICATIONS	PTIA
PTT TELECOM	BUSINESS COMMUNICATIONS	NPTT
PUERTO RICO TELEPHONE COMPANY		POJZ
QUINCY TELEPHONE COMPANY		QUIN
QUEST COMMUNICATIONS INC.		QNST
RANDOLPH TELEPHONE CO		RAND
RANGE TELEPHONE COOP, INC		RNGE
REGIE DES TELEGR ETDES TELEPH		BRTT
RESERVATION TELEPHONE COOPERATIVE		RMPD

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
REYNOLDS TELEPHONE COMPANY	RSTC
RHINELANDER TEL CO	RHDR
RIG TELEPHONES, INC.	RIGT
RINGGOLD TELEPHONE CO	RING
RITENET CORPORATION	RITE
RIVIERA TEL CO, INC.	RIVV
RJO ENTERPRISES	RJOE
ROCHESTER TELEPHONE CORPORATION	RTR
ROOSEVELT COUNTY RURAL TEL COOP INC	ROAZ
ROSEVILLE TELEPHONE COMPANY	ROFB
RT COMMUNICATIONS, INC.	RTCI
RURAL TELEPHONE SERVICE COMPANY, INC.	RTSC
SACO RIVER TEL & TEL CO	SACO
SAN MARCOS TELEPHONE COMPANY	SMTC
SANDHILL TELEPHONE COOP, INC	SAND
SATELLITE COMMUNICATIONS SYSTEMS, INC.	SCSI
SCIENTIFIC-ATLANTA, INC.	SAI
SHENANDOAH TELEPHONE COMPANY	SHDA

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
SIGCOM, INC.	SIGC
SIREN TELEPHONE CO, INC	SIRN
SISKIYOU TELEPHONE CO, THE	SISK
SKYTEL CORPORATION	SKYT
SMITHVILLE TEL CO, INC	SHJB
SMS DATA PRODUCTS GROUP, INC.	SMS
SONICRAFT, INC.	SONT
SONICRAFT, INC.	SONM
SOURIS RIVER TELECOMMUNICATIONS COOPERAT	SRMC
SOUTH CENTRAL UTAH TEL ASSN INC	SCUT
SOUTH SLOPE COOP TEL CO, INC	SSCT
SOUTHEAST MISSISSIPPI TEL COMPANY	MISS
SOUTHERN NEW ENGLAND TELEPHONE COMPANY	SNE
SOUTHERNNET, INC.	SNNT
SOUTHWEST TEXAS TELEPHONE CO	ROCK
SOUTHWESTERN BELL TELEPHONE CO (6)	SM
SPRINT COMMUNICATIONS COMPANY L.P.	SPCC
SRT COMMUNICATIONS, INC.	NSPC

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
ST JOE COMMUNICATIONS INC	SJCI
ST JOSEPH TEL & TEL CO	SJF
STANDARD TELEPHONE CO	STAN
STATE OF NEBRASKA	NEDC
STATE OF NEW MEXICO	NMEX
STRATOS MOBILE NETWORKS USA LLC	STRA
SUGAR LAND TELEPHONE COMPANY	SLTC
SUMMIT TELEPHONE & TELEGRAPH CO OF ALASKA	SMIT
SURANET	SURA
TABLE TOP TELEPHONE COMPANY, INC.	TITC
TAYLOR TELEPHONE CO-OP, INC	TACZ
TCT WEST, INC	TCTW
TECHNOLOGY MANAGEMENT & INTEGRATION CO.	TMIC
TELECOM ITALIA S.P.A.	SIP
TELEFONICA DE ESPANA, S.A.	CTNE
TELEPHONE UTILITIES OF ALASKA, INC.	JUFZ
TELEPHONE UTILITIES OF EASTERN OREGON, D/B/A CENTURYTEL	TELU
TELEPHONE UTILITIES OF THE NORTHLAND, IND/B/A PTI COMMUNICATIONS	GLST

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SECTION C

ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
TELEPHONE UTILITIES OF WASHINGTON, INC. D/B/A CENTURYTEL	TUMI
TELPAN COMMUNICATIONS CORP.	TELP
TENNESSEE TEL CO	TENN
TEXAS ALLTEL, INC.	ALTX
TEXAS-MIDLAND TELEPHONE COMPANY	TMTC
THE NORTH-EASTERN PENNSYLVANIA TELEPHONE	NEPT
THREE RIVERS TELEPHONE COOPERATIVE INC	THBZ
TIME WARNER COMMUNICATIONS OF HAWAII, L.HAWAII, L.P. (SEE BELOW)	THCH
TIMEPLEX FEDERAL SYSTEMS, INC.	TPLX
TOTAH TELEPHONE COMPANY, INC.	TOTA
TOHNSHIP TELEPHONE COMPANY	TOHN
TRANSITION TECHNOLOGY CORPORATION	TTC
TRI-COUNTY TEL CO, INC	TRIC
TRIANGLE TELEPHONE COOPERATIVE	TTHM
TRICOMM SERVICES CORPORATION	TCOM
TRINITY VALLEY TEL CO	TVTC
TRUMANSBURG HOME TELEPHONE COMPANY	THTC
TMD & ASSOCIATES INC.	TMDA

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
TWIN LAKES TELEPHONE COOP CORP	TWIN
UINTAH BASIN TELEPHONE ASSOC INC	UBAT
UNION TELEPHONE COMPANY, INC.	UNDZ
UNITED NATIVE AMERICAN TELECOMMUNICATION	UNAT
UNITED TEL CO OF FL	ICFM
UNITED TEL CO OF INDIANA, INC.	SOCC
UNITED TEL CO OF MO	UKCM
UNITED TEL CO OF NJ INC	UNRA
UNITED TEL CO OF PA	UTH
UNITED TEL CO OF THE CAROLINAS INC	UNMA
UNITED TEL CO OF TX, INC	PALO
UNITED TEL MUTUAL AID CORP	UNJZ
UNITED TELEPHONE ASSOC, INC	UNLA
UNITED TELEPHONE CO. OF EASTERN KANSAS	UTEK
UNITED TELEPHONE COMPANY OF KANSAS	UNQA
UNITED TELEPHONE COMPANY OF MINNESOTA	ALEX
UNITED TELEPHONE COMPANY OF OHIO	UNTO
UNITED TELEPHONE COMPANY OF THE NORTHWEST	UTON

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ALL COMPANIES IN SECTIONS A AND B
(LISTED ALPHABETICALLY BY NAME)

COMPANY ADDRESS	SYMBOL
UNITED TELEPHONE SOUTHEAST, INC.	IMTC
UNITED UTILITIES INC	UUI
UNIVERSAL TELEPHONE CO OF	STZM
US WEST COMMUNICATIONS, INC	MS
USER TECHNOLOGY ASSOCIATES, INC.	UTAI
UTELCO, INC.	UTEL
VALLEY TELECOMMUNICATIONS, INC.	VATI
VALLEY TELEPHONE COOPERATIVE, INC	VATC
VALLEY TELEPHONE COOPERATIVE, INC.	VTCT
VENTURE COMMUNICATIONS, INC.	VENT
VERMONT TELEPHONE COMPANY, INC.	VTC
VIRGIN ISLANDS TELEPHONE CORP	VITC
VOYAGER TELECOMMUNICATIONS, INC.	VOYA
HABASH TELEPHONE COOPERATIVE, INC	HABH
MALNUT TELEPHONE COMPANY	MTC
WASHINGTON INTERNATIONAL TELEPORT, INC.	HIT
HAYSIDE TELEPHONE COMPANY, THE	HASD
WEBSTER-CALHOUN COOPERATIVE	MCTC

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House Small Business Committee
Hearing Date: November 4, 1999
Subject: Small Business Contracting
Witness: Mr. Oliver

The meeting held at Warner Robins was managed by the Flexible Acquisition and Sustainment Tool (FAST) Team and included invitees from local Small Business Administration; the Air Force Small Business Office; Office of the Staff Judge Advocate at Robins Air Force Base, Georgia; and program management from Robins, Ogden, and Oklahoma City Air Logistics Centers. The meeting was conceptual in nature since it precedes the acquisition strategy panel by approximately six months. The main focus was how to increase direct dollars awarded to small business. Mr. Dave Burton stated up front that there had to be a way to assure we met command small business goals, not only this year, but far into the future. Several alternatives were discussed including:

- (a) increasing large business goals for subcontracting to small business teaming arrangements,
- (b) joint ventures for small business now allowed under new legislation,
- (c) awards to teams (macro) and then individual orders to team members including small and large team members,
- (d) set asides,
- (e) reservation for small business, and
- (f) splitting requirements.

This was a brainstorming meeting. While minutes were distributed, individual conversations or comments were not recorded. When the attendees were asked of their recollection of the meetings, the strongest was from the attorney, Mr. Brad Adams, Warner Robins - Air Logistics Center/Judge Advocate, who stated, "At no time during the 2-day meeting was anything discussed which was illegal, by Mr. Dave Burton or anyone. While several ideas were presented to increase small business participation, some spontaneous, others taken from review of other contracts, not a single one encompassed anything illegal." From a legal perspective, Dave Burton is concerned with the reputation of

this base and the command, and in a 28-year career has a reputation for integrity, personal and contractual. In an era of openness and scrutiny from industry and auditors, he has mandated absolute compliance with the law - and has never deviated from this stance. If there were a tongue-in-check remark, and no one can remember it, it was just that.

While we do not yet have the final statistics on contract awards for fiscal year 1999, we estimate that our prime contract awards to women-owned small business firms will approximate 1.8% of total contract dollars to U.S. business firms. This is the same performance we achieved in fiscal year 1998. However, our subcontract awards to women-owned business concerns have been steadily increasing with fiscal year 1999 awards to women-owned business concerns anticipated to, again, exceed 4% of total Department of Defense subcontract awards.

The Department recognizes that this performance falls short of the 5% goal. However, we are continuing our approach of maximizing the use of existing programs, such as the DoD Mentor-Protégé Program, the Small Business Innovation Research Program, and the 8(a) Program, to provide procurement opportunities and technical assistance to women-owned business concerns. In addition, we have launched a program of industry-focused outreach and training designed to provide women-owned business firms with the tools necessary to participate effectively in the DoD marketplace. We have also identified and advocate the use of several "best practices" for increasing awards to women-owned small business firms.

As part of our ongoing efforts, on September 22, 1999, the Under Secretary of Defense (Acquisition & Technology) signed a Memorandum of Understanding with Ms. Alvarez, Administrator, Small Business Administration, with the objective of identifying and implementing additional joint initiatives toward achievement of the 5% goal.

We have been tasked by the Senate Armed Services Committee (Senate Report # 106-50) to submit a report, by February 1, 2000, on the Department of Defense plan to achieve the 5% women-owned small business goal. We will be pleased to share this report with you.

The concerns raised by the Congresswoman strike at the heart of our efforts to improve the quality and cost efficiency of the Marine Corps food service program. The information that follows is a detailed brief of the regional contract initiative. As you will see, the decisions to

pursue regionalization and centralized food production were the result of nearly 10 years of Marine Corps studies. We believe the new contracts will save nearly \$20 Million annually, while improving the quality of meals and service to our Marines and Sailors. An additional key benefit to this initiative is that the savings will be used to fill almost 600 readiness positions in the Marine Corps Operating Forces; thereby, improving Fleet Marine Force manning without a corresponding increase to baseline budgets.

REGIONAL FOOD SERVICE CONTRACTING:

The Marine Corps has determined that consolidation of its garrison food service requirement is necessary because the Marine Corps must reduce the cost of its food service program. This decision is the product of two converging forces: one, the ever increasing costs associated with the current manner in which we provide this service, and two, budget reprogramming associated with the realignment of operation and maintenance funds to pay for future modernization initiatives (Marine Corps procurement funds). In order to obtain these savings, the Marine Corps has elected to regionalize Marine Corps food service into two (2) regions in CONUS: East Coast and West Coast.

BETTER BUSINESS PRACTICES:

Contracting for mess attendant services began in the early 1980's. Today, the Marine Corps administers 13 food service contracts, covering a variety of services, at 10 bases and stations. Some of our bases have divided their messhalls between competing contractors. This duplication of contracting effort is not only costly, it has resulted in a disparity of services to the Marines and Sailors who rely on the messhalls for their subsistence. Messhalls currently use traditional cook-serve techniques, which have the meal being prepared immediately prior to service. Since all messhalls use the same 28-day cyclic menu, food service personnel in each messhall can be observed preparing the same meal at the same time. To eliminate labor redundancy and improve food quality, the Marine Corps intends to incorporate regional mess contracts and centralized production of meals.

The first time the Marine Corps studied the idea of "regionalized" messhall contracting was in November 1990 in a report titled, "Marine Corps Integrated Food Service Master Plan (MCIFSMP)." The MCIFSMP report recommended three contracting regions: East Coast, West Coast and OCONUS, and estimated combined savings of over \$60M

annually. Unfortunately, the Marine Corps was not then prepared to outsource its food service program to that extent, and the recommendations were not implemented. It would be disingenuous to say the MCIFSMP report initiated the current regionalization effort. The current decision was made quite independently. The fact that MCIFSMP also recommended a regional approach to food service contracting gave added credence to our current economic analysis and facilitated approval of the regional strategy.

During the period July 1998 to January 1999, the Installations and Logistics Department of Headquarters Marine Corps conducted its own economic analysis (EA) as part of its development of the regional contract initiative. This EA began with an analysis of each of the full food service contracts currently in place at all CONUS Marine Corps installations. The results of these contract analyses revealed a wide disparity of contractor cost, efficiency and performance. The regional contracts will include all 56 messhalls in CONUS. Many of these messhalls do not currently have contracted services. Allowing this expanded effort to continue the status quo of disparate efficiencies would be cost prohibitive. Accordingly, the final EA applied the "best contractor" performance standard to all 56 messhalls, resulting in potential savings of over \$10M annually, after the "displacement" of 594 Marine cooks. The "best contractor" performance standard, taken from current Marine Corps contractors, is considered to be at or below the food service industry standard. Applying the additional labor efficiencies of centralized food production increased the savings potential to over \$20M annually.

Centralized production envisions a single "Prime" contractor at each messhall within the region. It is the consolidated volume of foods being prepared that makes investment in centralized production affordable. Dividing the two proposed regions into multiples of smaller-sized regions reduces the volume of food within each region. Different contractors necessarily require multiplication of centralized production capital investment. A smaller food volume inversely increases the timeframe for capital recovery. Multiple capital investment and longer recovery times will make the program unaffordable to the Marine Corps.

Centralized production is often referred to as "cook chill." Cook chill is a U.S. Department of Agriculture approved food production process. Cook chill uses industrial-sized production equipment to prepare food in large batches. When the food is at a just-done state, it is

bulk-packaged hot and rapidly chilled to below 40 degrees Fahrenheit. This rapid cooling essentially pasteurizes the food and provides extended shelf lives. The refrigerated foods are then distributed to individual messhalls for reheating and service on the scheduled menu day. **At no point in the cook chill process is the food "frozen."**

Cook chill, as a food service technology, is widely employed in the commercial sector. From banquet facilities to major hotels and from amusement parks to restaurant chains, cook chill has lowered costs, improved food safety and standardized quality. Cook chill is particularly well suited for garrison food service programs. Generally speaking, most entrees in the Armed Forces Recipe Service are prepared in either stem-jacketed kettles or roasted in ovens. Foods that are currently prepared in kettles and ovens can be cook chilled with minimal changes to either the recipe or the preparation method. Cook chill will improve and standardize the quality of meals served to our Marines.

The Marine Corps recently opened its own cook chill plant on Camp Kinser, MCB Camp Butler, Okinawa, Japan. Even before the system was fully operational, the efficiencies and quality improvements were readily apparent. Cook chill is a dramatic change in military food production methodology. In CONUS, where the Marine Corps is removing food service from Marine management and outsourcing it to contractors, the cost efficiencies and quality control inherent to cook chill are important readiness issues. Cook chill reduces the cost of contracting food service by minimizing the total labor requirement. It facilitates quality control by establishing a single inspection point for food preparation within each region.

The following studies support the Marine Corps regional food service contract initiative:

- (1) Marine Corps Integrated Food Service Master Plan; Nov 90
- (2) Marine Corps Use of Cook Chill Technology; Sep 96
- (3) Concept Paper (Food Service Campaign Plan); 1 Jul 97
- (4) Marriott Study of Camp Pendleton; 12 Sep 97
- (5) ARAMARK Study of Camp Pendleton; 1 Oct 97
- (6) ARAMARK Study of Camp Lejeune; 1 Jun 98
- (7) Sodexo Marriott Report of Camp Lejeune; 17 Jun 98
- (8) U.S. Navy Smart Base Report on Centralized Food Production and Receptor Kitchens for Navy and Marine Corps; 14 Jul 98
- (9) Analysis of the Impact of Convenience Foods on Navy Food Service operations; Oct 98
- (10) Economic Analysis of Regionalized Mess Contracting; 8 Jan 99

BUDGET REDUCTIONS:

The Department of Defense is currently engaged in a modernization initiative, which in part, aligns financial reductions to each Service. The Marine Corps wedge escalates to \$110M per year by FY04. The Marine Corps Food Service Program was identified as providing up to \$20M of the projected \$110M savings through regionalization and elimination of 594 Marine cooks. Outyear budgets have been adjusted accordingly. Subsequent to that budget action, the Marine Corps decided to buy back its Marine cooks structure through savings generated and reassign that structure to the Operating Forces. This "buy back" requires programmatic savings of \$20M annually, just to break even. The \$110M budget reduction is in addition to the loss of 594 Marine cooks. These billets will be used to fill 594 key readiness positions in the Marine Corps Operating Forces; thereby, improving Fleet Marine Force manning without a corresponding increase to baseline budgets.

These impending budget reductions and the elimination of Marine cook billets make it imperative that the Marine Corps award the regional food service contract before the beginning of FY01.

VARIOUS SOCIO-ECONOMIC PROGRAMS:

The Marine Corps shares the concerns expressed by the Small Business community, as well as organizations employing disabled individuals. From the outset of the Regional Food Service Contract Initiative, the Marine Corps has maintained ongoing dialogues with the Small Business Administration (SBA) and the Committee for Purchase From People Who Are Blind or Severely Disabled. At the request of the SBA, the Marine Corps conducted regionalized briefings to current and potential contractors. Throughout the process, the Marine Corps has maintained a policy of openness and disclosure.

The regional food service contract initiative explicitly encourages the participation of small and disadvantaged businesses, as well as organizations employing blind and disabled workers under the Javits-Wagner-O' Day (JWOD) Act Program. There is nothing in the contemplated contract that prohibits Small Business from proposing as the Prime contractor, either individually or through consortium enterprise. In addition, regardless of the size of the bidder, the extent of participation of small and small disadvantaged business firms in the performance of the contract will be evaluated. The continued use of JWOD

organizations and the maximum utilization of small and disadvantaged businesses will be required.

Finally, we must address the issue of the Randolph-Sheppard Act. This law gives a "priority" to State Licensing Agencies on behalf of blind vendors for contracts to operate cafeterias. Based on recent procurement history at Camp Pendleton, California, the Marine Corps has a reasonable belief that a Randolph-Sheppard blind vendor will offer a proposal on our upcoming regional contracts. On 12 November 1998, the General Counsel of the Department of Defense (DoD) issued an opinion that the Randolph-Sheppard Act applies to contracts for DoD military Dining Facilities (messhalls), and that the Services are to take steps to ensure that Randolph-Sheppard blind vendors are offered the opportunity to bid on solicitations for messhall operations. That same legal opinion cited the Comptroller General decision of Triple P. Services, Inc. - Reconsideration, 72 Comp. Gen. 241 (1993), for the proposition that when the Randolph-Sheppard Act and the Small Business Act collide, "the Randolph-Sheppard Act trumps the Small Business Act." As a consequence, in order for the Departments of Defense and Navy to comply with the General Counsel's legal opinion, we must ensure that the competition is full and open.

In view of all of the analysis above, the Marine Corps has determined that the upcoming solicitations will not be set-aside exclusively for small businesses under the Small Business Set-Aside Program but will be issued on an unrestricted basis.

As a matter of policy, the DoD fully supports competition and small business participation to the maximum extent practicable in our contracts. The DoD has reengineered its business processes that support the administration of travel under the Defense Travel System. A primary goal of this initiative is to outsource all noncore functions. Our approach is to acquire best industry practices in order to obtain the most efficient and economical temporary duty (TDY) system for the DoD. Significant market analysis conducted by the DoD indicates the existence of a viable market for automated, end-to-end travel services which link pre-travel arrangements with post-travel reconciliation, in a seamless, paperless process. This market analysis has been demonstrated successfully by the DoD's TDY Travel Reengineering Pilot Program.

We have a two-part acquisition strategy. The first part is for an area known as Defense Travel Region 6 (DTR6)

and has three main components: a Common User Interface (CUI) which includes a graphical user interface to be used by all DoD personnel, worldwide; commercial travel services for an eleven state area in the upper mid-west; and the integration of the CUI with all subsequent travel service contractors. Part two of the acquisition strategy involves the follow-on contracts for travel services for the other areas of the world where the Defense Travel System will be deployed. It is these contracts which are being addressed by Congresswoman Christensen.

It is important to note that these follow-on contracts are not just for *traditional* travel services. As with other industries moving into the next millennium, electronic commerce/electronic data interchange (EC/EDI) is rapidly becoming the norm providing significant economies of scale and changing the amount of business/customers that can be serviced with the same or even fewer resources. This shift toward EC/EDI and a degree of regionalization not only mirrors the travel and other industries but does two other significant things. While decreasing overall costs to the taxpayer, it also opens up the traditional travel service industry to new business opportunities for information technology companies, some of which could be small businesses as well.

There is more than ample opportunity for small business participation for DoD travel administration. First, using the DTR6 contract, significant emphasis was placed on subcontracting plans. This practice will continue for the follow-on contracts. Large business concerns submitting proposals in response to the follow-on solicitation will be required to submit a subcontracting plan. The solicitation will state that it is the Government's expectation that 10% or more of the total contract value for each travel area be subcontracted to small businesses. The Government expects 5% or more to be subcontracted to both small disadvantaged business and women-owned small business concerns. The plan will be evaluated on an "acceptable" or "non-acceptable" basis. As permitted in Federal Acquisition Regulation 52.219-9, an offeror's failure to submit an acceptable subcontracting plan will result in the offeror being eliminated from further consideration for award. The DoD fully intends to monitor the contractor's compliance with the approved subcontracting plan by requesting submittal of periodic reports.

The DoD understands the need for small businesses to be prime contractors as well as subcontractors. Hence, all current 20+ small business set aside contracts will be

maintained as small business set aside contracts. Additionally, to provide for increased small business participation, the DoD will be soliciting for additional small business set aside contracts, increasing overall, DoD small business set aside participation from 7% to 10%. The scope for these contracts includes specific bases/installations and range in estimated annual airline sales from \$1M to \$9M.

Combining official and leisure travel management services affords increased opportunities for both large and small business, especially in smaller markets. In fact, this opens the door for small travel companies to bid on areas consisting of smaller volumes of traffic where award of leisure services alone would be cost prohibitive. DoD and tax-payers will realize the savings resulting from administration of one contract versus two. Replacing the current manual travel administration process with EC/EDI transactions negates the requirement for the current number of staffed offices. These savings in overhead costs can be reinvested in technology tools that facilitate participation not only in DoD's travel system, but overall current and future travel industry business practices as well.

The DoD has been steadfast not only in its approach to soliciting travel services from industry, but also in communicating its acquisition strategy to industry. For example, in response to a February 1998 Society of Travel Agents in Government (STAG) position, the DoD increased the number of major areas to be contracted from 10 to 19. While this did not equal the number suggested (27) by STAG, it has not since been questioned or officially commented on during the numerous occasions DoD has presented the same structure to industry over the course of the last year and a half.

Prior to issuing the final follow-on contract request for proposal (RFP), DoD has again requested industry comments (due no later than December 3, 1999). Additionally, DoD has issued a Sources Sought synopsis for small business participation. In addition to a brief questionnaire, small businesses may provide comments on the areas DoD is projecting be contracted, both on an unrestricted and a small business set aside basis. The final DoD solicitation will take all industry comments into consideration.

In summary, the DoD has reengineered its travel administration to take advantage of best industry practices, thereby reducing costs to taxpayers and ensuring reliable service to our travelers. Using EC/EDI and increasing the

number of small business set aside contracts, the DoD is actually increasing the amount of small business opportunities in the DoD travel administration area. The travel industry has been a full and frequent player in helping DoD shape its current acquisition strategy.

The Small Business Administration (SBA), Office of Advocacy study titled "Bundled Contract Study FY91-FY95", dated June 20, 1997, did not develop a statistic which shows that "for every \$1 of bundling that small businesses lose \$1." My Office of Small and Disadvantaged Business Utilization contacted the study contractor, Eagle Eye Publishers, Inc., to determine if such a statistic was ever generated. According to Eagle Eye the \$1 for \$1 data quote came from a follow-up data request and was never incorporated in the study.

I am not convinced that there is a true dollar for dollar loss to small business when contracts are bundled. When two or more requirements previously performed by large business are combined, there is no corresponding loss of dollars to small business at the prime contracting level. Secondly, bundled requirements may actually provide new opportunities for small businesses at the subcontracting level. Prime contractors are driven through competition to focus on core competencies and subcontract out those requirements that are better or more efficiently performed by lower tier subcontractors, be they large or small.

I am, however, concerned that contract bundling, in some instances, may negatively impact prime contract dollars awarded to small business firms. The reality is that sheer contract size can limit the ability of small firms to effectively pursue larger requirements. In addition, the bundling of multi-functional requirements may limit the ability of small businesses to compete and perform at the prime contracting level.

The Department of Defense has issued two policy memoranda on bundling to make clear that the Department strongly supports small business while not sacrificing gains that may be experienced through contract bundling. It is in our best interest to insure that small businesses have the maximum practicable opportunity to participate in DoD requirements at all tiers.

The Department of Defense (DoD) allocates the various small business program goals through a memorandum signed by the Deputy Secretary of Defense to the Secretaries of the military departments and to the Directors of defense

agencies. Because of different missions and the types of products and services procured by each military department and defense agency we allocate unique goals designed to maximize their participation in all elements of the small business program.

Goals, in order to be effective must be allocated rationally and be achievable. For example, the Defense Logistics Agency generally receives the highest small business goal because of the nature of the commodities they purchase and the corresponding opportunities for small business. The Air Force receives a lower goal that reflects their significant expenditures in aircraft, missiles, and related equipment industries in which small business does not have a significant presence. These differences are not only used at the Office of the Secretary of Defense level but flow down through each military department and defense agency to their contracting offices. In each case equity dictates that we should balance a recognition of their differing mission and acquisition requirements with the ultimate objective of maximizing small business participation in every program area.

The DoD currently allocates the following goals:

1. Small Business Prime Contracting,
2. Small Business Subcontracting,
3. Small Disadvantaged Business Prime Contracting,
4. Small Disadvantaged Business Subcontracting,
5. Historically Underutilized (HUBZone) Small Business Prime Contracting,
6. Women-Owned Small Business Prime Contracting,
7. Women-Owned Small Business Subcontracting,
8. Small Business Research and Development Prime Contracting,
9. Small Business Set-Aside Prime Contracting, and
10. Historically Black Colleges and Universities (HBCU) and Minority Institutions (MI) Prime Contracting.

It is anticipated there will be four awards under FAST--one will be reserved specifically for small business and the other three will be full and open competition. That is for the whole requirement. We are aware presently of five small businesses which have submitted, in writing, their plan to submit a proposal. We do not know at this point what will be the breakout of small and large business winners on the full and open competition. We are using a percentage of total dollars to small business as an evaluation factor for large business, with a minimum of 23 percent--again of total dollars, not just the portion they

say they will subcontract. While we are still accumulating the data in conjunction with the local Air Force Small Business Office, it appears this amounts to a three-fold increase. We will enforce the goal through award term provisions; if a company should fail to achieve their promise based upon periodic reporting, their contract ends earlier.

Because we have privity of contract with prime contractors, their payments are governed by the prompt payment requirements of OMB Circular A-125 and FAR regulations. The Department may be required to pay in ten days, if that is what our contract requires. However, we generally pay within thirty days, to avoid any statutory interest penalties for late payment. The Department of Defense also has a longstanding policy of trying to make payments to small disadvantaged business prime contractors as soon as we can, even when it means we will be paying in advance of contract payment due dates.

Subcontractors do not have privity of contract with the government. We expect that prime contractors and subcontractors will negotiate mutually acceptable payment terms, as they would in any other commercial contractual environment. Accordingly, the subcontractor has the same legal protections as govern the private sector.

The Department of Defense expects its prime contractors to honor their subcontract payment terms. If a prime contractor is delinquent in making payments the DoD can consider this delinquency to be part of the contractor's past performance record prior to awarding it any new contracts. So if a prime contractor has a history of making late payments to subcontractors, we may assume that the contractor lacks sufficient financial responsibility, or is in an unacceptable financial condition, which may weigh heavily in our decision to award it additional contracts.

Defense Information Systems Network Transmission Services
- CONUS Extension

Solicitation Number:	DCA200-98-R-0061
Date of Solicitation Release:	5 November 1998
Date of Contract Awards:	23 March 1999
Period of Performance:	Three (3) Year Base Period Seven One-Year Option Periods
Guaranteed Contract Minimum:	\$250 Thousand Per Contract
Total Not-To-Exceed Ceiling:	\$600 Million For All Contracts
Subcontracting Goals:	20% \ Small Business 5% \ Small Disadvantaged Business 5% \ Woman Owned Business

Contract Awards:

DCA200-99-D-0050	AT&T Government Markets 2020 K Street, NW, Suite 800 Washington, D.C. 20006-1817
DCA200-99-D-0051	MCI 8200 Greensboro Drive McLean, Virginia 22102
DCA200-99-D-0052	Sprint Government Systems Division 13221 Woodland Park Drive Herndon, Virginia 20171

The solicitation included a regulatory requirement, FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN, that each large business offeror submit a subcontracting plan. It also included a provision in Section L, INSTRUCTIONS FOR PREPARATION OF PROPOSAL, (h) (2) Subcontracting Plan which set forth the specific subcontracting goals established for the procurement. As required and allowed by Chapter 211 of Public Law 95-507 and Section 8001 of the Federal Acquisition Streamlining Act of 1994, each of the three companies submitted corporate-wide commercial plans which had previously been approved in accordance with FAR 19.704(d)(1). The Plans were reviewed and approved by the Contracting Officer, Mr. Peter G. Smingler, after consultation with the DITCO SADBUs, Mr. Rodney Deavault.

Sales to the Federal Government comprise less than 3% of total sales for each of the three companies. The FY99 amount of subcontracted supplies and services for each far exceed the average projected gross revenue (1/10 of \$600 million or \$60 million) from the DTS - CE contracts. In accordance with AT&T's Summary Subcontract Report, Standard Form 295, for the reporting period ending September 30,

1999, they had cumulative fiscal year subcontract awards of \$6.521 billion and actual small business awards of 28.3% or \$1.845 billion, small disadvantaged business awards of 3.8% or \$246.489 million, and women-owned business awards of 1.5% or \$98.729 million. For the same period MCI estimated approximately \$4.5 billion in total purchases or approximately 13% of gross revenue. They projected small business awards of 21% or \$953 million, small disadvantaged business awards of 5% or \$227 million, and women-owned business awards of 2% or \$91 million. MCI's Summary Subcontract Report, Standard Form 295, for the reporting period ending September 30, 1999 is not currently available. In CY99, Sprint estimated approximately \$3 billion in total purchases or approximately 18% of gross revenue. They projected small business awards of 28% or \$840 million, small disadvantaged business awards of 17% or \$510 million, women-owned business awards of 5% or \$150 million, and HUBZone business awards of 1% or \$30 million. Sprint's Summary Subcontract Report, Standard Form 295, for the reporting period ending September 30, 1999 is not currently available. We are actively working with MCI, Sprint and DCMC to obtain final data for FY99.

An Analysis of How the Bundling of Federal Telecommunications Service Requirements has Eliminated Competition and Harmed Small Business

Emphasis: The DoD'S DTS-CE Contract has destroyed Electra's Federal market through the arbitrary and illegal use of bundling.

Summary of Key Points

Electra, a small business, has suffered direct, significant harm as the result of contract bundling. Our experience demonstrates that:

1. The decision to bundle contract services is often arbitrary, unjustified and without the supporting market research that is required by law.
2. Contract bundling favors the largest and often least competitive market participants.
3. The structure of bundled contracts makes it impossible for all but the largest companies to even compete for such contracts.
4. Bundled contracts often function as market gatekeepers, preventing all non-contract awardees from competing for future business.
5. Bundling has a particularly devastating impact on small businesses that do not have the capitalization, facilities, geographic diversity, and ability to assume risk inherently required by bundled contracts.
6. DoD's anachronistic preference for bundled contracts has resulted in the elimination of a remarkably successful competitive telecommunications procurement mechanism through which contracting opportunities for small business flourished.
7. There are practical, viable alternatives to bundling of telecommunications services by the Federal Government that will benefit user agencies, the taxpayer and small business.

Introduction

Electra appreciates the opportunity to provide the United States House of Representatives Committee on Small Business testimony describing how contract bundling has impacted its business. Electra is a small business that has sold telecommunication services primarily to the Federal Government since 1989. Electra's performance over this period has been one of success, demonstrating that market-based competition for such services is good for the Government, small business, and the taxpayer. Today, Electra's market has all but vanished, the victim of unjustified and illegal bundling of telecommunication services into billion dollar contracts that are designed to favor large, highly capitalized businesses. This written statement describes how Electra and over 50 other vendors, some of which are also small businesses, are being excluded from the DoD telecommunications marketplace by the anachronistic, non-competitive, and illegal procurement policy of bundling.

Current Environment Violates the Law and the Will of Congress

Congress and the Small Business Administration have long expressed their support for competition in the Federal marketplace and the growth of small business. Each has particularly targeted the insidious practice of bundling goods and services in Federal contracts that can only be won by large vendors. Among the goals of the Telecommunications Act of 1996 were:

identifying and eliminating, by regulations pursuant to [FCC] authority under this Act ...market entry barriers for entrepreneurs and other small businesses in the provision and ownership of telecommunications services and information services, or in the provision of parts or services to providers of telecommunications services and information services.

Electra Ltd., Inc.

The Federal Acquisition Streamlining Act (FASA) of 1994 required:

developing policies, in consultation with the Administrator of the Small Business Administration, that ensure that small businesses....are provided with the maximum practicable opportunities to participate in [Federal] procurements that are conducted for amounts below the simplified acquisition threshold [\$100,000]

The Small Business Reauthorization Act of 1997 (SBRA) sought to increase opportunities for small business by imposing strict limitations on bundling. Specifically, the SBRA requires:

each Federal agency to: (1) foster the participation of small businesses as prime contractors, subcontractors, and suppliers; (2) **structure its contracting requirements to facilitate competition by and among small businesses;** and (3) **avoid the unnecessary and unjustified bundling of contracts that precludes small business participation as prime contractors.**

Contract bundling is described as:

consolidating two or more procurement requirements into a single contract solicitation unlikely for award to a small business due to the diversity, size or specialized nature of performance elements, the aggregate dollar value of the anticipated award, geographical dispersion of contract performance sites, or a combination of such factors.

In a clear effort by the Congress to limit bundling, the SBRA requires:

the head of an agency to conduct market research to determine whether consolidation of contract requirements is necessary and justified, taking into account specified factors. Requires a strategy calling for contract bundling to identify benefits of such bundling as well as impediments caused to small businesses by such bundling.

However, despite these statutes and the best intentions of Congress, DoD telecommunications contracting has remained one of the last bastions of the oligopolists: an environment where only the largest capitalized vendors vie for omnibus contracts. The unjustified use of bundling, in violation of the SBRA, makes this possible.

Overview of the DoD Telecommunications Marketplace

Today, hundreds of large and small businesses provide a myriad of telecommunication services nationally and internationally. In contrast, the Federal telecommunications marketplace is the private domain of mammoth businesses, AT&T, MCI Worldcom and Sprint, thanks to accommodating Federal agencies that fashion bundled, billion dollar, multi-year, omnibus contracts. Nowhere do these carriers have better friends than at the two Federal entities that determine the vast majority of Government telecommunication procurement policies: the General Services Administration (GSA) and the Department of Defense (DoD).¹

¹ While this paper focuses on the bundling of DoD telecommunications services, we have included an addendum that discusses GSA procurement policies. This is necessary because, not only does GSA provide another flagrant example of bundling telecommunications services and the pitfalls of such a policy, but also GSA has, within its power, to provide one of our recommended solutions to the bundling problem.

Through a series of contracts awarded in the 1980's, the largest of which was the Defense Commercial Telecommunications Network (DCTN), DoD bundled almost all of its services and awarded them to one vendor: AT&T. As these contracts expired in the 1990's, the DoD turned again to bundled contracts under the umbrella of the Defense Information Systems Network (DISN), which has created a series of multi-billion dollar, bundled DISN Transmission Services (DTS) contracts. DTS-C (CONUS [continental US]) covers domestic service and was won by AT&T. DTS-CE (Extension) contract, a subset of the DTS-C, covers additional domestic service and was won by AT&T, MCI Worldcom and Sprint. Other contracts within DISN include the DTS-P (Pacific), DTS-E (Europe) and DSTS-G (DISN Satellite Transmission Services-Global), none of which has as yet been awarded.

Is this overall approach to procuring DoD telecommunication services justified, as required by the law? While Electra believes it is not, herein we focus our argument on a single DoD telecommunications contract that is clearly in violation of the law: the DTS-CE contract noted above. It is the DTS-CE contract with which we are most familiar, and it is this contract that has devastated our market through unjustified and illegal bundling.

Open Competition for DoD Telecommunication Services Outperforms Bundled Contracts

The DTS-CE contract is one of the contracting vehicles that, in 1999, replaced the DCTN contract noted above. In order to understand the market in which Electra has operated for over ten years, the evolution of the DTS-CE contract, and that the benefits of bundling are dubious, it is necessary to examine the performance and influence of DCTN since 1989.

When first awarded in the late 1980's, DCTN, which the DoD referred to as its Common User Network, was mandatory-use for all DoD agencies. Applying a bundling rationale that continues to this day, DoD claimed it was implementing a classic economic principle: economies of scale lead to volume discounts that cannot be matched by other businesses, especially small businesses. Unfortunately for defense agencies and the taxpayer, DoD's grasp of economics was incomplete: absent on-going and meaningful competition, oligopolists have little incentive to pass on savings or provide quality customer service.

In the late 1980's, many DoD agencies sought and received exemptions from the mandatory-use DCTN contract, because the agencies saw the contract as too costly and unresponsive to their needs. These maverick agencies, that took the courageous step of going against the entrenched procurement policy of bundling, forced the DoD to introduce a new approach to the procurement of telecommunication services: **open competition**.

The administrator of this innovative approach was the Defense Information and Telecommunications Contracting Office (DITCO), a part of the Defense Information Systems Agency (DISA), the primary telecommunications procurement agency for the DoD. The competitive procurement mechanism was an electronic bulletin board, the Defense Acquisition Bulletin Board System (DABBS). Any certified vendor could compete for services on DABBS, which primarily procured dedicated, point-to-point telecommunications circuits and related equipment for the DoD, Coast Guard, FAA and White House Communications Office. Services ranged from analog data circuits to high capacity digital circuits. These services went between sites within Local Access Telephone Area's (LATA's), referred to as intra-LATA service; between sites in different LATA's, referred to as inter-LATA service; and to sites overseas (international service). In the area of dedicated telecommunications services, DABBS was procuring identical services to those being ordered on bundled DCTN in the 1980's and 1990's, and on the bundled DTS contracts today.

Electra entered the open competitive DABBS market in 1989. Between then and 1999, over 50 vendors, large businesses and small businesses, have competed for over 5,000 individual telecommunications service contracts via the DABBS. During most of this period, the most prominent alternative procurement mechanism was the bundled omnibus DCTN contract. The differences between DABBS and DCTN were glaring, both in operation and results.

While opportunities on the DABBS were often competed among five or more vendors at current market prices, AT&T received sole-source service orders based on contract pricing that had been negotiated years before. (While DCTN did have a price adjustment mechanism, it completely failed to keep up with the market.) More important, in 1995 and 1996 the bundled-DCTN contract was analyzed and compared to the DABBS, by both Electra and the DoD.

In August 1995, through a Freedom of Information Act (FOIA) request, Electra was able to secure DCTN pricing for 22 typical point-to-point services. For 19 of those services, DABBS-based pricing was lower than DCTN, ranging from 5% to 109%, with the average discount from DCTN being 51%.

A typical circuit in that analysis is contract number RG19JUN951285, which was for a T-1 point-to-point circuit between Robbins Air Force Base near Macon, Georgia and a DoD Computer Megacenter in Slidell, Louisiana. Under DCTN, AT&T charged DoD \$215,000 for the life of that contract, while the then current market rate for an identical circuit procured through DABBS was about \$125,000, a \$90,000 or 67% delta. Thousands of such circuits were procured under the bundled, volume-discounted DCTN contract.

In February 1996, the DoD, displaying an uncharacteristic level of candor, confirmed these findings and added some surprising additional comments about its principal bundled contract. An Agency Report filed by the DoD with the GAO described AT&T's DCTN contract as a "high priced," "cumbersome," "unwieldy," "burdensome," "sluggish," "inadequate," "unresponsive," "inflexible," "nightmare." Electra discovered that it was not alone in comparing DCTN bundled pricing to that of the DABBS:

... a DISA study in March 1995 compared DCTN prices for comparable transmission service from three sources -- DCTN, FTS2000 [a GSA contract discussed in the Addendum] and the DISA Acquisition Bulletin Board System [DABBS]. The agency found the DABBS prices invariably lower than DCTN, normally by a wide margin....²

When Bundling is Proven a Failure, Shoot the Messenger: DTS Contracts

By early 1996 the DoD had abundant evidence that a procurement strategy that focused on unbundled services in open competition was a great success, while a policy that relied on bundled long-term contracts held by one or a few large vendors was a failure. Confronted with the remarkable success of an open, unbundled procurement approach, the DoD took the logical step any organization with entrenched policies and procedures and powerful special interests would take. It implemented the bundled DISN approach, thereby eliminating the open market and shifting all of its contracting opportunities to multi-billion dollar, bundled contracts (DTS-C, DTS-CE, DTS-P, DTS-E, DSTS-G).

² GAO File Nos. B-270841.1, B-270842.1, and B-270843.1, February 13, 1996.

Among the DTS contracts, the CONUS Extension (DTS-CE) is the one that eliminated DABBS's open competition. All services that had been previously available for bid by as many as 50 qualified vendors using DABBS have been switched to that contract. In a clear example of Orwellian double-speak, the DoD claimed that the DTS-CE RFP was a model for a new DoD procurement strategy: the promotion of competition. In fact, the RFP was a blueprint for eliminating competition and assuring that only AT&T, MCI Worldcom and Sprint would receive awards, which is exactly what happened. The RFP stated that there could be at least six awardees and added this special note, "it is the Government's desire to award at least one of the contracts to a qualified small business." But in reality the outcome was never in doubt, because the DTS-CE RFP employed a strategy that violated both the spirit and the letter of the law: unjustified bundling.

The DTS-CE is the embodiment of SBRA's definition of bundling, in that it not only combines over 600 geographically diverse point-to-point intra-LATA and inter-LATA services, but also arbitrarily bundles "specialized...performance elements."³ To be an awardee, a vendor had to win a certain percentage of these circuits. Because of the extensive geographic diversity of the circuits, companies with comprehensive national networks enjoyed an insurmountable advantage. Furthermore, the contract required that each one of these services satisfy security and network management requirements that only AT&T, MCI Worldcom and Sprint could ostensibly meet. Finally, the delivery requirements on the contract were so unrealistic and the financial penalties for late delivery were so onerous, that only the largest capitalized vendors could bear the risks.

The myriad of local and regional service providers, such as Regional Bell Operating Companies (RBOC's), cable and wireless vendors, Competitive Local Exchange Carriers (CLEC's), resellers, such as electric utilities, and, especially, small businesses had no hope of winning a contract. Among small businesses, Electra had performed exceptionally well in the DABBS marketplace. (See further description below.) No small business was better situated than Electra to satisfy the Government's "desire" for a small business awardee. However, the bundled requirements for service, management, service delivery, network security, and the inherent financial risks in the contract, made it impossible even for Electra to submit a bid. Thus, the DoD fashioned a contract that only MCI Worldcom, AT&T and Sprint could win.

DTS-CE: Gatekeeper to the DoD Telecommunications Marketplace

The 10-year success of DABBS provides overwhelming evidence that the 600 services, that were bundled as the base set of requirements on the DTS-CE, could have been provided at lower prices by the intensely competitive community of DABBS vendors. Yet, the bundling of telecommunications services, as implemented by the DoD, has far more insidious implications than the removal of the relatively small number of services on the DTS-CE contract.

By virtue of MCI Worldcom, AT&T and Sprint each winning a share of the base DTS-CE requirements, they are now the only vendors who have the right to bid on future opportunities in both the DoD intra-LATA and inter-LATA markets. These are opportunities that were not included in the original contract, but are now being bundled into the DTS-CE contract post-award. The DTS-CE contract now serves as the gatekeeper to the DoD's competitive telecommunications marketplace. The large and small businesses that had no chance of being a DTS-CE winner can no longer compete for the individual telecommunication service opportunities that were the mainstay of the DABBS. It is hard to imagine a more unfair, arbitrary and illegal use of contract bundling.

³ From SBRA definition of bundling. See page 2.

DTS-CE: Why afford large businesses exclusive access to the market?

As with DCTN, there is ample evidence that there was no sound basis for bundling the original 600 services on DTS-CE, and there is certainly no justification for bundling new services on the contract. Electra is not aware of any market research, as required by the SBRA, to justify the bundling of the original and all future requirements. Rather, the evidence tends to support the conclusion that DTS-CE is DCTN redux.

MCI Worldcom, AT&T and Sprint are DTS-CE awardees because they are oligopolists that can compete for 600 bundled services, and assume the risks associated with meeting "specialized...performance elements." But if one considers their 10 year performance on the DABBS in competition with about 50 other vendors, one has to wonder why the DoD has decided to use them as exclusive vendors for new opportunities: their performance on DABBS was unexceptional.

Over the 10-year history of the DABBS, Electra's data shows that AT&T, MCI Worldcom and Sprint, combined, garnered less than 20% of nearly 5,000 awards. The performances of AT&T and Sprint were particularly abysmal in that they each received less than 1% of the awards. While MCI Worldcom won 16%, most of those awards resulted from adding in the awards of Metropolitan Fiber Systems and Wiltel, which were acquired by MCI Worldcom. Electra won more contracts than MCI Worldcom, AT&T and Sprint combined, and among the other DABBS vendors, nine companies won more contracts than either AT&T or Sprint.

The DTS-CE contract was awarded in March 1999, yet the more recent performance of the DTS-CE contractors on the DABBS remained unimpressive. As Graphs 1 and 2 demonstrate, between January 1998 and September 1999, by which time the DABBS had been all but eliminated, the DTS-CE vendors won only slightly more than one-third of the DABBS contracts and about one-quarter of the contract revenues.

Yet, today, all that successful competition, including Electra, has been barred from the market; while the three largest, and among the weakest, DABBS competitors are the only vendors that can bid for new DoD requirements. Furthermore, the proposed merger of MCI Worldcom and Sprint, means the benefits of competition will be even more elusive.

DTS-CE: Special performance requirements - DoD's traditional smokescreen in defense of bundling

The DoD may argue that although MCI Worldcom, AT&T and Sprint were and are poor price competitors, their ability to meet the specialized DTS-CE network management, security and delivery requirements satisfy the DoD's broader special operational needs and therefore justify bundling. Electra fully recognizes that DoD telecommunications sometimes, but not always, have more stringent requirements than commercial networks. However, with over ten years of experience at providing services to the DoD, Electra is in the position to offer some insight into the validity of a DoD claim that only MCI Worldcom, AT&T and Sprint can meet their special needs.

Contracts for over 5,000 telecommunication services were awarded via the DABBS. Less than 1% of those services had security, network management and/or delivery requirements that disqualified any one of as many as 50 DABBS competitors. The original 600 bundled services on the DTS-CE were identical to the thousands of services procured via DABBS, but they ostensibly had to meet those special requirements. Why the discrepancy? 1. Special requirements are often not needed for services; and 2. Because of the nature of

some services, national carriers, such as MCI Worldcom, AT&T and Sprint, cannot satisfy those requirements, regardless of their capitalization and the size of their national networks.

In response to a vendor question prior to the award of the DTS-CE contracts, the DoD conceded that some future services would not need to meet the special requirements. Yet, that factor is meaningless to the vendors that are now locked out of the market because they did not win a DTS-CE contract. Furthermore, the DoD decided that solicitations for all services, both intra-LATA and inter-LATA, would be bundled together under DTS-CE. However, while MCI Worldcom, AT&T and Sprint have extensive national inter-LATA networks, they have limited intra-LATA infrastructures. This means that those giant vendors have to buy many original and future DTS-CE services from third parties: they are reselling other vendors' services. Thus, in apparent non-compliance with the DTS-CE contract, MCI Worldcom, AT&T and Sprint have no control at all over the monitoring, security, installation, and maintenance of third party services.

The entry of small businesses and other companies in local telephone markets is an important competitive trend in the telecommunications industry. But because of contract bundling on the DTS-CE contract, the DoD has barred these new entrants and even the local Bell operating company from competing for local services. It is bizarre that in an area such as Norfolk, Virginia, local service providers, such as Bell Atlantic, Cox Fibernet and other companies that can provide better local pricing than AT&T, MCI Worldcom and Sprint, are and will continue to be precluded from competing directly for DoD telecommunication services. Instead, the DoD is permitting AT&T, MCI Worldcom and Sprint to exclusively vie for the opportunity to resell local carrier networks.

DTS-CE: The impact of bundling on small business and Electra in particular has been devastating

An analysis of DoD's only open competitive market and Electra's principal market, the DABBS, since January 1998 reveals the impact of the bundled DTS-CE contract. Graphs 3 and 4 show the impact of the DTS-CE awards that occurred late in the Spring of 1999. As the contract was implemented over the Summer of 1999, opportunities on the DABBS declined. Today, the number of opportunities is negligible: a stark and painful case study of the effect of contract bundling on a small business.

The analysis of DCTN proved that purported bundled contract benefits (i.e., economies of scale, volume discounts, lower administrative costs, efficient network management and security, and better customer service) are more myth than truth: a smokescreen that oligopolists and their accommodating government bureaucrats hide behind.

Unbundled open competition existed for about 10 years. It was documented by the DoD as a success. Now the successful policy and the vendors, such as Electra, who made it work are all but gone and the failed bundling policy lives on.

The Prospects for Change

In January 1999, the Small Business Administration published revisions to the SBRA to curb the practice of bundling. Those revisions still have not been finalized, and they are long overdue. While the intent of Congress in the SBRA mandates that agencies use market research and other procedures to justify bundling, a recent GAO decision in a challenge to a bundled contract highlighted the weaknesses and ambiguities in the law: no

such research was required and the protest was dismissed.⁴ Thus, the revisions, that require specific steps to research, document, measure and justify bundling should be implemented.

However, Electra believes that until there is a fundamental change in the philosophy and approach to the procurement of Federal telecommunication services, open competition and opportunities for small businesses will continue to be almost non-existent. DCTN was a multi-billion dollar bundled contract, and it was documented by the DoD as a failure. DTS-CE is the bundled descendant of the DCTN "nightmare."

Electra supports the free market principle of open competition among all qualified businesses, large and small. In telecommunications contracting, this means no bundling, no large business favoritism, no quotas, no preferences, no sole-source awards, and no set-asides. All that Electra wants is the opportunity to compete with MCI Worldcom, AT&T and Sprint, as well as with all the other vendors. This is what made DABBS a success. It is patently unfair when the arbitrary and illegal procurement practice of bundling favors the powerful, bars small business, stifles competition, and eliminates opportunity. Competition, not bundling, results in the lowest prices, the most responsive service, and the most innovative technologies -- the best combination of benefits for the Government, the economy and the American taxpayer.

Recommendations

Immediate:

- The policy of exclusively permitting the DTS-CE oligopolists to compete for new inter-LATA telecommunications services should be terminated immediately.
- The policy of exclusively permitting the DTS-CE oligopolists to compete for new intra-LATA telecommunications services, many of which are purchased from third party vendors, should be terminated immediately.
- All new services should be competed using proven open competition.

Long term:

- In compliance with the SBRA, require all agencies "to conduct market research to determine whether consolidation of contract requirements is necessary and justified...[and] to identify benefits of such bundling as well as impediments caused to small businesses by such bundling."
- Encourage use of existing Federal procurement mechanisms, such as the GSA Federal Supply Schedules (FSS's) and electronic bulletin boards (e.g., DABBS), to compete Federal telecommunications requirements.
- Strengthen the requirements for agencies to justify bundling, and, in the event of its use, measure and report its effect on small business.

⁴ GAO File No: S&K Electronics, B-282167, June 10, 1999.

An Analysis of How the Bundling of Federal Telecommunications Service Requirements has Eliminated Competition and Hurt Small Business

Addendum: GSA administers the Federal Government's largest bundled telecommunications contract - FTS 2001; GSA also administers the Federal Supply Schedules, which offer the best opportunity to eliminate bundling and bring competition into the Federal telecommunications marketplace.

The Bundled World of GSA's FTS

GSA, through its Federal Technology Service agency (FTS), administers a group of contracts that are used to procure most non-military telecommunication services for the Federal Government. The largest is the multi-billion dollar FTS 2001 contract, which covers a vast scope of long distance services. While GSA also administers the highly successful, competitive Federal Supply Schedule (FSS) Program, the agency has steadfastly refused to permit almost all telecommunication services to be offered through an FSS.

FTS 2001 is ostensibly a non-mandatory-use contract; Federal agencies can opt out and buy telecommunications services from any vendor. However, in reality, FTS 2001 essentially functions as a large business set-aside and market gatekeeper that leaves little room for user choice and competitive alternatives because:

1. The FTS 2001 contractors have been guaranteed by GSA a minimum of \$1.5 billion in revenues.
2. In order to meet that minimum revenue guarantee, GSA actively and aggressively markets the services of the FTS 2001 vendors; thereby creating a conflict of interest and a hostile environment for non-FTS 2001 vendors.
3. GSA is further motivated by the management fee it receives from user agencies for FTS 2001 services; thereby creating another conflict in interest.
4. No Government certified contracting mechanism is available through which non-FTS 2001 vendors can sell to Government agencies.

FTS also administers Metropolitan Area Acquisition contracts (MAA's) that cover local telecommunications services in areas such as New York, Chicago and Los Angeles.

The FTS 2001 and MAA procurement strategies were developed by FTS in conjunction with the Interagency Management Council (IMC), a group purporting to represent the broad interests of the full range of Federal agencies. The goals were laudable:

1. Maximize competition.
2. Provide the best combination of price and services to Federal agencies.
3. Ensure that the Government has rapid access to new technologies.

To meet these goals, the logical step in today's dynamic environment would have been to open all markets to full competition, but the FTS/IMC idea of competition was starkly restrictive: for MAA's, use a contracting process to select a single vendor to exercise monopoly control of a metropolitan area; for FTS 2001, use the contracting process to select two vendors to have exclusive control of the market.

FTS's Failure to Anticipate Change in a Dynamic Market

In the face of criticism that FTS was placing the Government at the mercy of too limited a number of suppliers and that such a long-term strategy could not possibly account for new developments in a dynamic industry, FTS countered that the two FTS 2001 vendors, who would compete with each other, gave the Government all the competition it needed. On its face, this claim is suspect because a market environment where two oligopolists compete is starkly different from an open market in which such oligopolists are forced to compete with entities, including small businesses, that specialize in geographic or service areas. For example, in 1995, Electra offered the Army Corp of Engineers (COE) specialized telecommunication services in Minnesota, Wisconsin and Iowa for \$484,894.00. While the COE wanted to buy these services from Electra, it was precluded from doing so because of the mandatory-use provision of the FTS 2001 predecessor, FTS 2000, which also employed competition between two large companies. As a result, the COE had no choice but to buy the service from AT&T for \$639,241.00.

Aside from the dubious benefits of large business competition claimed by GSA, the FTS planners are now confronted with a problem that, surprisingly, they apparently never foresaw. The two FTS 20001 vendors are MCI Worldcom and Sprint, who recently announced their plans to merge. This left Mr. Dennis Fischer, head of FTS, to comment, "two is different than one," and "we see nothing in our contract that talks to this issue." It must hardly be reassuring to Mr. Fischer that an MCI-Worldcom spokesperson said that there is no problem because "rates have already been set for the life of the program, [and therefore] we do not anticipate any adverse effect on the program's competitive nature." In a dynamic market, where rates are in flux and new technologies develop to maturity, MCI-Worldcom's statement that rates are "set" for the life of the program should make any taxpayer cringe. At Sprint, it's "full speed ahead, business as usual." Meanwhile, Mr. Fischer, according to Government Computer News, a trade publication, "is checking with his attorneys" about how to deal with the major contract issues related to the merger. He appears to be relying on either a hope that the merger will not be consummated, or that FTS can figure out a way to let MAA monopolists, to date only AT&T, compete for FTS 2001 services.⁵ The latter approach creates significant administrative, contractual and strategic problems. For example, how does a contract that is awarded based on the evaluation of local services suddenly transmute into a contract that offers long distance services at a fair market price?

Federal Supply Schedules: A Viable Alternative to Bundling

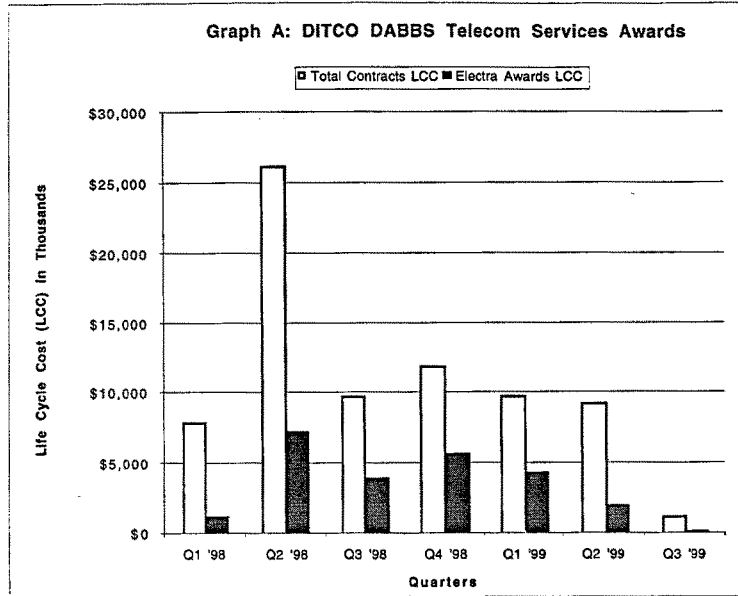
Among the highly competitive and successful Federal Supply Schedules (FSS's) is the Information Technology - FSS (IT-FSS). Through that schedule, a myriad of information and some communication services are offered by hundreds of vendors. Despite the fact that FTS claims that FTS 2001 and the MAA contracts are non-mandatory, GSA has inserted the following in IT-FSS: "Telecommunication Transmission Services are not intended to supersede or be substituted for any FTS local and long distance programs." In other words, agencies can opt out of FTS and non-FTS vendors can compete for their business, but the GSA will deny the buyers and sellers the use of the government's most accessible contracting mechanism. It is hard to imagine a clearer case of a conflict of interests when GSA maintains that the FTS contracts are non-mandatory and the market is open to competition, and then locks telecommunications service providers out of the competitive IT-FSS, while it sells FTS contractor services and collects management fees for those services.

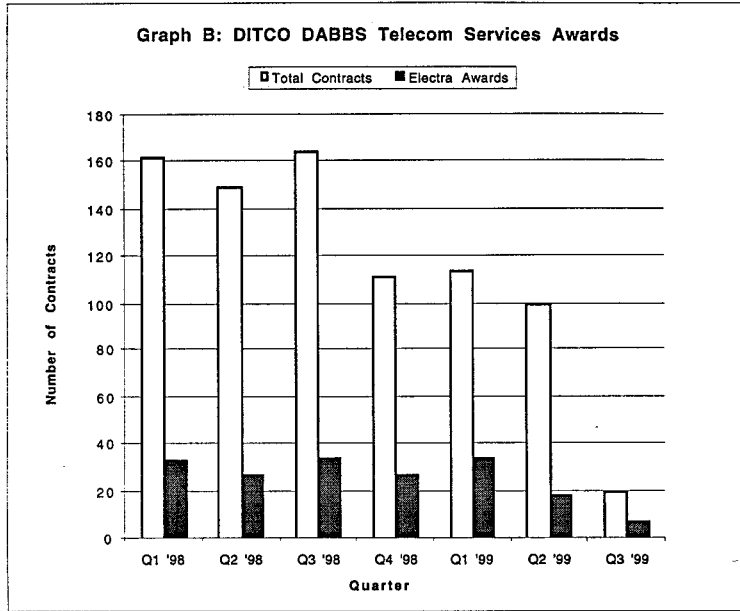
⁵ "How would a merger affect FTS 2001," October 4, 1999 and "MCI - Sprint deal adds up to single FTS 2001 vendor," October 11, Government Computer News

GSA could end this conflict of interest and resolve the problems created by the merger of the FTS vendors, by lifting the embargo on the placement of telecommunication services on the IT-FSS. GSA should let the market decide if FTS 2001 and the MAA contracts are the best choice for Government agencies.

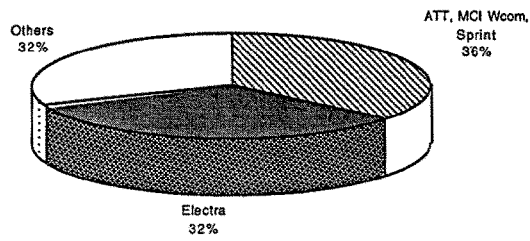
The simplicity of this proposal is obvious. It doesn't require a new procurement mechanism, the development of a new program, the expenditure of money, hearings, speeches or an act of Congress. All it requires is for GSA to allow all telecommunications services to be placed on the IT-FSS.

Electra's position is clear. We support the free market principle of open competition among all qualified businesses, large and small. In telecommunications contracting, this means no bundling and no large or small business favoritism. Competition results in the lowest prices, the most responsive service, and the most innovative technologies -- the best combination of benefits for the Government, the economy and the American taxpayer.

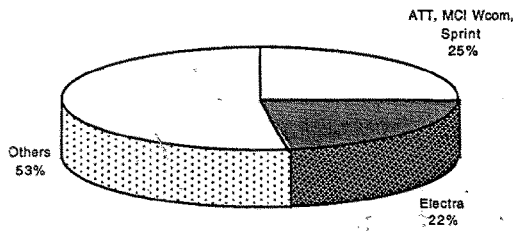




**Graph C: DITCO DABBS Telecom Services Awards
Total Life Cycle Cost (LCC) of Contracts
01 Jan. 1998 - 20 Sept. 1999**



**Graph D: DITCO DABBS Telecom Services Awards
Total Number of Contracts
01 Jan. 1998 - 20 Sept. 1999**



Acronyms

CLEC	Competitive Local Exchange Carriers
CONUS	Continental United States
DABBS	Defense Acquisition Bulletin Board System
DCTN	Defense Commercial Telecommunications Network
DISA	Defense Information Systems Agency
DISN	Defense Information Systems Network
DITCO	Defense Information and Telecommunications Contracting Office
DSTS-G	DISN Satellite Transmission Services - Global
DTS-C	DISN Transmission Services - CONUS (Contract)
DTS-CE	DISN Transmission Services - CONUS Extension (Contract)
DTS-E	DISN Transmission Services - Europe (Contract)
DTS-P	DISN Transmission Services - Pacific (Contract)
FASA	Federal Acquisition Streamlining Act of 1994
FSS	Federal Supply Schedule (GSA)
FTS	Federal Technology Service
FTS 2001	Federal Telecommunications Services 2001 (Contract)
Inter-LATA	Telecommunications service between LATA's
Intra-LATA	Telecommunications service within a LATA
IT-FSS	Information Technology - Federal Supply Schedule
LATA	Local Access Telephone Area
MAA	Metropolitan Area Acquisition (Contract)
RBOC	Regional Bell Operating Company
SBRA	Small Business Reauthorization Act of 1997