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May 31, 2001

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

RE: **Docket No. 960786-TL (Section 271)**

Dear Ms. Bayo:

Enclosed for filing is BellSouth's filing for entry into interLATA services pursuant to Section 271 of the Federal Telecommunications Act of 1996. As arranged with your office and with the Competitive Services Staff we are enclosing the following:

- An original and 4 copies of the testimony and exhibits of Cynthia K. Cox, W. Keith Milner, D. Daonne Caldwell, Wiley Jerry G. Latham, Tommy G. Williams and David P. Scollard. 06851-01 Thru- 06855-01
- Eleven copies of the testimony with only the affidavit exhibits attached.
- 15 non-proprietary CD's that contain the entire filing with the exception of D. Daonne Caldwell's cost study exhibit
- 2 non-proprietary CD's of D. Daonne Caldwell's cost study exhibit
- 4 proprietary CD's of D. Daonne Caldwell's cost study

As agreed with the Staff, certain portions of the cost study have not been printed. The BellSouth Cost Study CD contains the BellSouth Cost Calculator© model and its associated databases. These databases were not designed to be printed and therefore are not contained in BellSouth's paper filing in this docket. All unbundled element input worksheets and Cost Calculator outputs were included in the paper filing.

The following files also included on the CD are not included in the paper filing.

Models	**File Name**
DS1	
DS1ChannelizationPrice Calculator	ds1_calc.xls
MDF	
Main Distributing Frame Material Price Study	MDF_FUND.xls

Appendix D	**File Name**
Loadings and Factors	
TPI's/Levelized Inflation Factors	InfltnLv2.xls
Inplant Factors – COE	IPlntCOE.xls
Inplant Factors – OSP	IPlntOSP.xls
Plug-in Factors – Hard-wired Factors	HWPI98CL.xls
Supporting Equipment & Power Loadings	ComPwr.xls
Plant Specific, Land and Building Loadings	PLSP99Ey.xls
Pole and Conduit Loadings	
Ad Valorem and Other Taxes	98AdVals.xls
Gross receipts Tax	99stuse3.xls
Income Taxes, State and Federal	Taxes9~2.xls
Disconnect Factors	Discon99.xls
Labor Rates	99Lab_.xls
Right To Use Development Factor	rtu560c2.xls
Shared & Common Related Files:	
Projected Expenses for 1999	EXPPRJ00.XLS
Summary of the Shared & Common Factors	S&CSUM00.XLS
Average Projected investment: 2000 - 2002	INVPRJ00.XLS
Projected Expenses for 2000-2002 Narrative	EXPPRJ00.DOC
Expense Development Factors	EXPDVF00.XLS
Investment Development Factors	INVDVF00.XLS
Service Order Proportion Factors	SVCORD00.XLS
Wholesale/Retail Factors for Account 6611	6611SC00.XLS
Wholesale/Retail Factors for Account 6612	6612SC00.XLS
Wholesale/Retail Factors for Account 6613	6613SC00.XLS
Wholesale/Retail Factors for Account 6623	6623SC00.XLS

Appendix F	File Name
Network Supporting Files	
Network Terminating Wire	FLNTW.XLS
Subscriber Line Testing	fslt.xls
Location Life	LocLife.xls

It should be noted on May 25, 2001, the Commission issued its Order in docket No. 990649-TP, the generic UNE cost proceeding. BellSouth currently is reviewing the Order and will revise its cost studies and its proposed rates contained in this filing pursuant to the requirements of that Order. Bell will file revised rates and cost studies, to the extent necessary, as soon as possible.

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

Sincerely,

Nancy B. White

Nancy B. White (2f)

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

CERTIFICATE OF SERVICE
DOCKET NO. 960786-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U. S. Mail this 31st day of May, 2001 to the following:

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(+) Signed Protective Agreement

BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF CYNTHIA K. COX

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 960786-TP

May 31, 2001

PART I: INTRODUCTION

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS ADDRESS.

A. My name is Cynthia K. Cox. I am employed by BellSouth as Senior Director for State Regulatory for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from the University of Cincinnati in 1981 with a Bachelor of Business Administration degree in Finance. I graduated from the Georgia Institute of Technology in 1984 with a Master of Science degree in Quantitative Economics. I immediately joined Southern Bell in the Rates and Tariffs organization with the responsibility for demand analysis. In 1985 my responsibilities expanded to include administration of selected rates and tariffs

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including preparation of tariff filings. In 1989, I accepted an assignment in the North Carolina regulatory office where I was BellSouth's primary liaison with the North Carolina Utilities Commission Staff and the Public Staff. In 1993, I accepted an assignment in the Governmental Affairs department in Washington D.C. While in this office, I worked with national organizations of state and local legislators, National Association of Regulatory Utility Commissions ("NARUC"), the Federal Communications Commission ("FCC") and selected House delegations from the BellSouth region. In February 2000, I was appointed Senior Director of State Regulatory.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony in this proceeding is to demonstrate that BellSouth has met the requirements of the Telecommunications Act of 1996 ("Act") for entry into the interLATA services market. Specifically, I address each of the fourteen-point competitive checklist items found in Section 271(c)(2)(B) of the Act. For each checklist item I provide:

1) an explanation of the checklist item;
2) discussion of the Florida Public Service Commission ("FPSC") and FCC findings on the checklist item;
3) illustrative references to agreements under which the offering is available; and
4) demonstration of BellSouth's compliance with the checklist items.

Q. PLEASE IDENTIFY THE OTHER BELLSOUTH WITNESSES FILING

DIRECT TESTIMONY AND THE TOPICS THAT EACH WILL ADDRESS.

A. In addition to my testimony, BellSouth will present the direct testimony of the following witnesses addressing the areas listed below:

Witness	Area
Daonne Caldwell	Cost
Jerry Latham	Loops
Keith Milner	Network
David Scollard	Billing
Thomas Williams	Line-Sharing

Also, pursuant to the request of the FPSC, BellSouth is filing the majority of its FCC affidavits attached to the testimony of BellSouth witnesses in this case. In addition, BellSouth has filed, under separate cover, examples of its FCC Operational Support Systems ("OSS") and performance measurements affidavits. While the issues in these affidavits are being handled in other dockets, BellSouth is filing these affidavits to comply with the FPSC's 1997 271 Order[1].

Q. HOW IS THE REMAINDER OF YOUR TESTIMONY ORGANIZED?

[1] *Final Order on BellSouth Telecommunications, Inc.'s Petition Filed Pursuant to Section 271 (C) of the Telecommunications Act of 1996 and Proposed Agency Action Order on Statement of Generally Available Terms and Conditions,* Order No. PSC-97-1459-FOF-TL, issued on November 19, 1997 ("1997 Order").

A. The remainder of my testimony is arranged into the following sections: Part II provides a history and background of the 271 rulings and decisions; Part III addresses Issue 1 contained in the FPSC's April 25, 2001 Order[2] and demonstrates BellSouth's compliance with the requirements of Track A; Part IV addresses Issues 2 through 17 as contained in the FPSC's 2001 Issue Order, and demonstrates BellSouth's compliance with each of the fourteen-point checklist items; and, Part V summarizes and concludes my testimony. In addition, there are five exhibits attached to my testimony.

Q. PLEASE DESCRIBE THE EXHIBITS ATTACHED TO YOUR TESTIMONY.

A. Attached to my testimony is a series of exhibits that are referenced at various points within my testimony. These exhibits are as follows:

CKC-1 Glossary – A list of the acronyms, and their definitions, that are contained within my testimony.

CKC-2 FPSC Proceedings – Description of the key proceedings undertaken by the FPSC on resale and unbundling, performance measurements, operations support systems and several extensive arbitrations of agreements.

[2] *Order Regarding Issues to be Addressed at Hearing,* Florida Public Service Commission Order No. PSC-01-1025-PCO-TL, issued April 25, 2001 ("2001 Issue Order"). This Order, at page 5, requires KPMG to address, in addition to the specific third party test results, a description of any differences between the access to OSS functions BellSouth provides itself and that which it provides to ALECs, with an analysis of the operational effect of the differences. This requires an analysis of commercial data ("Commercial Data Review") and will be conducted as part of the KPMG third party testing ("KPMG 3PT").

CKC-3 Checklist Compliance Matrix – This chart provides a representative sample of agreements that BellSouth has entered into with Alternative Local Exchange Companies ("ALECs") and identifies where the agreement demonstrates BellSouth's obligation to provide each of the fourteen-point checklist items. This matrix also includes, for each checklist item, citations to BellSouth's Statement of Generally Available Terms and Conditions ("SGAT").

CKC-4 Competition Affidavit – The affidavit of Mr. Victor Wakeling describes the current status of local exchange service competition within BellSouth's wireline local service area in Florida.

CKC-5 BellSouth's SGAT - A copy of BellSouth's SGAT is included here for ease of reference. The SGAT enables ALECs to interconnect with BellSouth, purchase unbundled network elements, and/or resell BellSouth services without negotiating an individual agreement with BellSouth.

Q. WILL BELLSOUTH'S PERFORMANCE DATA BE ADDRESSED IN THIS PROCEEDING?

A. No. The FPSC initiated Docket Nos. 981834-TP and 960786-TP to address BellSouth's provision of nondiscriminatory access to its Operational Support Systems ("OSS") via a third party test conducted by KPMG. BellSouth's performance data will be provided in a separate filing as part of KPMG's Commercial Data Review that was incorporated into the KPMG 3PT docket by the FPSC in its 2001 Issue Order.

Q. WHAT IS BELLSOUTH REQUESTING OF THE FPSC IN THIS PROCEEDING?

A. At the conclusion of this proceeding BellSouth will ask the FPSC to do four things:

1) Rule that BellSouth has met the requirements of Track A;
2) Determine that BellSouth has met the requirements of the fourteen-point checklist through agreements it has with ALECs operating in Florida;
3) Approve interim cost-based rates for elements for which permanent cost-based rates have not been established; and
4) Find that BellSouth's SGAT meets the requirements of the Act.

PART II: 271 HISTORY AND BACKGROUND

Q. PLEASE DESCRIBE BELLSOUTH'S PREVIOUS 271 FILING WITH THE FLORIDA PUBLIC SERVICE COMMISSION.

A. In the FPSC's 1997 Order, the FPSC found that BellSouth had satisfied the following items:

(3) Poles, Ducts, Conduits and Rights-of-Way;
(4) Local Loop;
(7) Nondiscriminatory Access to (I) 911/E911, and (II) Operator Call Completion Services;

(8) White Pages Directory Listings;

(9) Non-discriminatory Access to Telephone Numbers;

(10) Databases & Associated Signaling;

(11) Number Portability;

(12) Local Dialing Parity;

(13) Reciprocal Compensation.

In this proceeding, BellSouth updates the record with evidence that BellSouth continues to meet the requirements of checklist items 3, 4, 7, 8, 9, 10, 11, 12, and 13, thereby affirming the Commission's previous ruling. Further, this Commission determined that because "BellSouth has met the requirements of several checklist items that it may not be required to relitigate those issues in a future proceeding." (1997 Order, at p. 15). As discussed above, the Commission found also "that when BellSouth refiles its 271 case with us, it must provide us with all documentation that it intends to file with the FCC in support of its application." (1997 Order, at p. 15).

For those checklist items that the Commission found BellSouth had not satisfied, namely

(1) Interconnection;

(2) Access to Network Elements;

(5) Local Transport;

(6) Local Switching;

(7) (III) Directory Assistance; and

(14) Resale,

BellSouth provides evidence in this proceeding that demonstrates BellSouth's compliance with all of these checklist items. The evidence demonstrating BellSouth's compliance with all checklist items is discussed in Part IV of my testimony and in more detail throughout the testimony of BellSouth's other witnesses.

Q. WHAT HAS BELLSOUTH LEARNED FROM ITS LAST 271 FILING WITH THE FCC ?

A. On October 13, 1998, the FCC released its Memorandum Opinion and Order in CC Docket 98-121 denying BellSouth's application to provide interLATA services originating in Louisiana.[3] In its Louisiana II Order (at ¶ 8), the FCC found that BellSouth satisfied the following checklist items:

(3) Nondiscriminatory Access to Poles, Ducts, Conduits and Rights-of-way;

(7) (I) E911/911 Services;

(8) White Pages Directory Listings;

(9) Nondiscriminatory Access to Telephone Numbers;

(10) Nondiscriminatory Access to Databases and Signaling;

(12) Local Dialing Parity; and

(13) Reciprocal Compensation Arrangements.

[3] *Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, Inter-LATA Services in Louisiana,* CC Docket No. 98-121 Memorandum Opinion and Order, Released October 13, 1998, ("Louisiana II Order").

In those areas where the FCC determined that BellSouth's application failed to demonstrate compliance (checklist items 1, 2, 4, 5, 6, 7 (II) and (III), 11 and 14), the FCC provided guidance as to what BellSouth must do to comply with the statute. In addition, the FCC concluded, "the next time BellSouth files for section 271 approval in Louisiana, BellSouth may incorporate by reference its prior showing for these checklist items. BellSouth must, however, certify in the application that its actions and performance at the time are consistent with the showing upon which we base our determination that the statutory requirements for these checklist items have been met." (Louisiana II Order, at ¶ 8). The FCC further ruled that, in future proceedings, any arguments from commenters that BellSouth fails to satisfy a checklist item must relate to new information.

Q. WHAT ARE THE KEY FPSC PROCEEDINGS AND/OR DOCKETS RELATIVE TO THE IMPLEMENTATION OF THE ACT IN FLORIDA?

A. A detailed listing and description of the key proceedings undertaken by the FPSC is attached to my testimony as Exhibit CKC-2. The FPSC's decisions in these proceedings pertain to resale and unbundling, performance measurements, and operations support systems. The list also includes several extensive arbitration proceedings, during which the Commission resolved key issues.

Q. EXPLAIN WHAT CURRENT FPSC PROCEEDINGS HAVE RELEVANCE TO BELLSOUTH'S 271 PETITION.

A. The following open proceedings in Florida have relevance to BellSouth's 271 application. A brief explanation of each of these proceedings is also provided:

Docket No. 000121-TP ***(Establishment of Permanent Performance Measurements and Enforcement Mechanisms)*** – This docket will establish permanent performance measurements that will be used to determine whether BellSouth is providing unbundled network elements ("UNEs"), interconnection and resold services to ALECs in a nondiscriminatory manner. The current schedule for this docket shows that the FPSC will rule on permanent performance measurements at its July 10, 2001 agenda session.

Docket Nos. 981834-TP and 960786-TP ***(KPMG 3PT and Interim Performance Measurements)*** – The Commission initiated third party testing of BellSouth's OSS through its approval of KPMG's Master Test Plan ("MTP"). The MTP identifies the specific testing activities undertaken by KPMG. The FPSC also approved interim performance metrics, retail analogs/benchmarks and the statistical methodology to be used during KPMG's third party testing. KPMG's current schedule indicates that the third party test will finish in August 2001.

Docket No. 990649-TP ***(Establishment of Cost Based Rates for UNEs and Interconnection)*** – The Commission's UNE cost docket will establish permanent cost-based rates for most of the UNEs and interconnection offerings. The rates established in Docket No. 990649-TP will be incorporated

into the SGAT price list, see Exhibit CKC-5, Attachment A, immediately following the issuance of the FPSC's written order. Upon request, BellSouth will negotiate amendments to incorporate these rates into existing agreements.

Q. WILL DOCKET NO. 990649-TP ESTABLISH COST-BASED RATES FOR ALL UNE AND INTERCONNECTION COMPONENTS THAT ARE REQUIRED BY THE FOURTEEN-POINT CHECKLIST?

A. No. The FPSC has not established permanent cost-based rates for certain physical collocation elements, line sharing unbundled network elements, and the non-designed unbundled copper loop. Because rates for these elements are not being considered in Docket No. 990649-TP, BellSouth respectfully requests that the FPSC set cost-based rates for these elements in this proceeding. To that end, BellSouth has filed cost studies for physical collocation, line sharing, and the non-designed unbundled copper loop for the FPSC's consideration. These rates will be interim, subject to true up, and modified to be compliant with the cost methodology contained in the Commission's written order in Docket No. 990649-TP. Cost studies for these elements are attached to and supported by the testimony of BellSouth witness Ms. Daonne Caldwell.

Q. PLEASE ELABORATE ON THE EFFECT THAT THE KPMG THIRD PARTY OSS TEST WILL HAVE ON THIS PROCEEDING.

A. The FPSC concluded in its 1997 Order that an important component of a future

271 filing was an independent end-to-end test of BellSouth's OSS. Since early 1999, this Commission has been engaged in an extensive independent OSS test with KPMG on behalf of BellSouth. That test is expected to be complete by August 2001. It is important to remember, however, that even if the KPMG 3PT is not completed, the performance data associated with commercial usage of BellSouth's systems demonstrates compliance with the fourteen-point checklist.

PART III: COMPLIANCE WITH TRACK A

Issue 1: Has BellSouth met the requirements of Section 271 (c) (1) (A) of the Telecommunications Act of 1996?

(a) Has BellSouth entered into one or more binding agreements approved under Section 252 with unaffiliated competing providers of telephone exchange service?

(b) Does BellSouth currently provide access and interconnection to its network facilities for the network facilities of competing providers?

(c) Are such competing providers providing telephone exchange service to residential and business customers either exclusively over their own telephone exchange service facilities or predominantly over their own telephone exchange service facilities?

Q. WHAT IS YOUR UNDERSTANDING OF THE GOAL OF THE ACT AND OF SECTION 271 IN PARTICULAR?

A. The goal of the Act with respect to telecommunications is to promote the development of competition across all telecommunications markets. Pursuant to Sections 251 and 252 of the Act, BellSouth has opened the local exchange market to competition on both a facilities and resale basis through interconnection agreements with competitors. Section 271 of the Act establishes the criteria that the BOCs must meet in order to enter the in-region interLATA services market as defined in the Act. Section 271 also outlines the roles that the FCC, the State Commissions and the Department of Justice ("DOJ") play in the process.

Q. WHAT IS YOUR UNDERSTANDING OF THE REQUIREMENTS OF TRACK A?

A. The following excerpt from Section 271(c)(1)(A) of the Act states the Track A requirements:

> A Bell operating company meets the requirements of this subparagraph if it has entered into one or more binding agreements that have been approved under Section 252 specifying the terms and conditions under which the Bell operating company is providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service (as defined in Section 3(47)(A), but excluding exchange access) to residential and business subscribers. For the purpose of this subparagraph, such telephone exchange service may be offered by such competing providers either exclusively over their own telephone exchange service facilities or predominately over their own telephone exchange service facilities in combination

with the resale of the telecommunications services of another carrier. For the purpose of this subparagraph, services provided pursuant to Subpart K of Part 22 of the Commission's regulations (47 CFR §22.901 et seq.) shall not be considered to be telephone exchange services.

Q. DOES BELLSOUTH PLAN TO FILE ITS APPLICATION FOR IN-REGION INTERLATA RELIEF WITH THE FCC UNDER TRACK A (BASED ON THE PRESENCE OF A QUALIFYING CARRIER)?

A. Yes. BellSouth will file its Florida 271 Application with the FCC under the Track A provisions of the Act. As of May 2001, BellSouth has successfully negotiated or has arbitrated, and the FPSC has approved, over 500 interconnection, resale, and/or collocation agreements with certified carriers in Florida.

Attached to my testimony, as Exhibit CKC-3, is a matrix showing a representative sample of agreements that BellSouth has entered into with ALECs operating in Florida. This matrix provides the ALEC name and the location within the agreement where BellSouth demonstrates its legal obligation to provide access and interconnection that meets the requirements of the competitive checklist.

Q. WHAT IS THE STATUS OF LOCAL COMPETITION IN FLORIDA?

A. The evidence is clear that BellSouth has opened the Florida local exchange

market to competition. As of February 2001, over 120 ALECs are providing local service to approximately 836,000 lines in Florida. In Florida, BellSouth is experiencing facilities-based competition levels equal to or greater than the levels reported by the other BOCs that have obtained Section 271 approval. The table below provides a comparison of the competitive market in Florida to the markets in Kansas, Oklahoma, and Texas.[4] The competitive data for Kansas, Oklahoma, and Texas were filed as a part of the joint affidavit of Gary J. Smith and Mark Johnson (now public record) in SBC's joint Kansas/Oklahoma 271 application[5].

ALEC COMPETITIVE LINE SHARE			
Kansas (Aug 2000)	**Oklahoma (Aug 2000)**	**Texas (Jan 2000)**	**Florida (Feb 2001)**
9.0% - 9.5%	5.5% - 6.3%	8.1% - 8.4%	9.8%-11.3%

Further evidence of local competition in Florida is provided in the affidavit of Mr. Wakeling in Exhibit CKC-4, attached to my testimony.

Q. IS IT REASONABLE FOR THE FPSC TO CONCLUDE THAT COMPETITION IN BELLSOUTH'S LOCAL MARKETS WILL INCREASE UPON BELLSOUTH'S ENTRY INTO THE INTERLATA LONG

[4] The range of percentages in the table is based on two comparable methodologies used by the BOCs to calculate market share.

[5] *Joint Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services Inc., d/b/a/ Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma,* CC Docket No. 00-217, Released January 22, 2001) ("SWBT Order-KS/OK").

DISTANCE MARKET IN FLORIDA?

A. Yes. The only certain way for the Commission to incent ALECs to engage in broad-based competition in BellSouth's local markets is to allow BellSouth's entry into the interLATA long distance market. Now that two BOCs have gained interLATA entry in their territory, the FPSC need only look at their experience to conclude that BellSouth's entry into the long distance market in Florida will likely accelerate the pace of competition in BellSouth's local exchange markets.

Q. WHAT HAPPENED TO LOCAL COMPETITION WHEN VERIZON AND SBC ENTERED THE INTERLATA MARKETS IN NEW YORK AND TEXAS, RESPECTIVELY?

A. The entry of Verizon into the New York long distance market and SBC into the Texas long distance market prompted AT&T, WorldCom and Sprint to offer new local exchange service plans in an attempt to win customers from those BOCs. The FCC's Local Competition Report[6] supports the fact that states with long distance approval show the greatest competitive activity.

Published reports, including statistics from the FCC's Local Competition Report, reflect that Verizon lost 2.8 million lines in New York, compared to 1.2 million lines the prior year, an increase of over 130%, from the time the

[6] Federal Communications Commission Local Telephone Competition: Status as of December 31, 2000, Released May 21, 2001 ("FCC's Local Competition Report").

FCC granted Verizon's long distance application in New York.

According to the FCC's Local Competition Report, ALECs in Texas greatly increased their presence in the local marketplace by capturing 12% of the market, gaining over a half million (644,980) end-user lines. This represents an increase of over 60% in customer lines since June 2000, when the FCC authorized SBC's Texas long distance application.

Also according to the FCC's Local Competition Report, ALEC market share in New York and Texas (the two states that had 271 approval during the reporting period ending in December 2000) are over 135% and 45% higher than the national average, respectively.

Further, the FCC's report stated that ALECs provided about 35% of their end-user lines over their own local loop facilities. ILECs provide about 6.8 million resale lines as of the end of the year 2000, compared to about 5.7 million lines six months earlier, and they provided about 5.3 million UNE loops as of the end of the year 2000, an increase of 62% during the six months. At least one ALEC was serving customers in 56% of the nation's zip codes at the end of the year 2000.

In Florida, ALECs currently have access to existing collocation arrangements that allow them to serve approximately 94% of BellSouth's total access lines. This Commission need only look at the increased local competition in New York and Texas to conclude that BellSouth's entry into the long distance

market in Florida will likely accelerate the pace of competition in BellSouth's local exchange markets in this state.

Q. WHAT RELEVANCE DOES INCREASED LOCAL COMPETITION HAVE IN THIS PROCEEDING, OR ANY 271 PROCEEDING, FOR THAT MATTER?

A. The goal of the Act was to increase competitive options to customers in all segments of the telecommunications market. Immediately following the enactment of the Act, only BOCs were unable to offer a full complement of telecommunications services. Congress developed the requirements that a BOC must meet before being allowed to offer in-region, interLATA service. These requirements were determined as necessary to allow companies to compete in the local service market.

As discussed above, the significant increase in the level of local competition after Verizon and SBC were allowed entry in the interLATA market provides clear evidence that approval of a BOC's 271 application fosters competition in the relevant telecommunications markets and, therefore, benefits the consumers, the providers and the overall economy.

PART IV: COMPLIANCE WITH THE COMPETITIVE CHECKLIST

Q. SECTION 271(c)(2)(B) OF THE ACT REFERS TO A "COMPETITIVE CHECKLIST". WHAT IS THE COMPETITIVE CHECKLIST?

A. The competitive checklist is a list of fourteen requirements (often called "points") related to "access or interconnection provided or generally offered" to other telecommunications carriers with which a BOC must comply in order to meet the requirements of Section 271(c)(2)(B). The checklist identifies the necessary functions of interconnection, access to UNEs and resale of telecommunications services that Congress determined should be made available in order to fully open the local exchange market to competition. The fourteen requirements address the following:

(1) Interconnection;

(2) Nondiscriminatory Access to Network Elements;

(3) Nondiscriminatory Access to Poles, Ducts, Conduits and Rights of Way;

(4) Unbundled Local Loops;

(5) Unbundled Local Transport;

(6) Unbundled Local Switching;

(7) Nondiscriminatory Access to:

I. E911/911 Services

II. Directory Assistance

III. Operator Call Completion Services;

(8) White Pages Directory Listings;

(9) Nondiscriminatory Access to Telephone Numbers;

(10) Nondiscriminatory Access to Databases and Signaling;

(11) Number Portability;

(12) Local Dialing Parity;

(13) Reciprocal Compensation Arrangements; and

(14) Resale.

Q. WHAT ARE BELLSOUTH'S GENERAL PRICING POLICIES FOR CHECKLIST ITEMS CONCERNING INTERCONNECTION, UNES, TRANSPORT AND TERMINATION?

A. It is BellSouth's policy to adhere to the pricing rules set forth in the Act and in the FCC's pricing rules. Section 252(d)(1) of the Act states that interconnection and network element charges must be just and reasonable. Such just and reasonable charges shall be based on the cost (determined without reference to a rate of return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable). The prices must be nondiscriminatory, and may include a reasonable profit. Section 252(d)(2)(A) of the Act requires that charges for transport and termination of traffic shall be mutual and reciprocal and be based on a reasonable approximation of the additional costs of terminating such calls. For all checklist items to which Section 252(d) is applicable, BellSouth provides prices that meet the criteria of Section 252(d) of the Act.

As Ms. Caldwell explains in her testimony, BellSouth's cost studies are compliant with the FCC's pricing rules.

Q. WHAT PRICES WILL BELLSOUTH CHARGE FOR INTERCONNECTION, UNES AND RESALE?

A. The prices that ALECs will be charged for interconnection and UNEs are contained in Attachment A to BellSouth's SGAT. (*See* Exhibit CKC-5). The prices for interconnection and UNEs are based on total element long run incremental cost ("TELRIC") methodology, consistent with Section 252(d) of the Act and the FCC's pricing rules. As I mentioned earlier in my testimony, the methodology used in these cost studies is being reviewed and considered by the Commission in Docket No. 990649-TP. For rates for those elements not considered in Docket No. 990649-TP, specifically physical collocation, line sharing, and the non-designed unbundled copper loop, BellSouth has included in the SGAT the prices supported by the cost studies filed in this proceeding. The prices included in Attachment A of BellSouth's SGAT will be modified, upon receipt of the written order, to conform to the final prices that will be established by the Commission in Docket No. 990649-TP or other anticipated generic proceedings. Ms. Caldwell addresses the cost studies being filed in this proceeding.

The FPSC previously established a residential discount of 21.83% and a business discount of 16.81% that applies to resold services in its December 31, 1996 Order.[7] The FPSC concluded that these discounts comply with the Act because wholesale rates must exclude the portion of retail costs that will be

[7] *Petitions by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corporation, MCI Metro Access Transmission Services, Inc., American Communications Services, Inc. and American Communications Services of Jacksonville, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996,* Order No. PSC-96-1579-FOF-TP, Docket Numbers 960833-TP; 960846-TP; 960916-TP, Released December 31, 1996.

avoided by BellSouth in a wholesale environment. These resale discounts are contained in Attachment 1 to BellSouth's resale and interconnection agreements (*See* Exhibit CKC-3) and in Attachment H of BellSouth's SGAT. (*See* Exhibit CKC-5).

Q. HOW IS THE REMAINDER OF THIS PART OF YOUR TESTIMONY ORGANIZED?

A. This part of my testimony will discuss and demonstrate the legal requirements for each checklist item, how BellSouth has met each of the individual fourteen-point checklist items, and how BellSouth has addressed the issues identified by the FPSC in its 1997 Order, and in its 2001 Issue Order, and by the FCC in its Louisiana II Order. Additional demonstration of compliance and analysis regarding the ordering, provisioning, and billing of checklist items are included in the testimony of the other BellSouth witnesses.

Issue 2: Does BellSouth currently provide interconnection in accordance with the requirements of Sections 251 (c) (2) and 252 (d) (1) of the Telecommunications Act of 1996, pursuant to Section 271 (c) (2) (B) (i) and applicable rules promulgated by the FCC?

(a) Has BellSouth implemented physical collocation requests in Florida consistent with FCC rules and orders?

(b) Does BellSouth have legally binding provisioning intervals for physical collocation?

(c) Does BellSouth currently provide local tandem interconnection to

ALECs?

(d) Does BellSouth currently permit the use of a Percent Local Usage (PLU) factor in conjunction with trunking?

(e) Does BellSouth currently provide ALECs with meet point billing data?

(f) Has BellSouth satisfied other associated requirements, if any, for this item?

Q. PLEASE DESCRIBE INTERCONNECTION AS COVERED BY CHECKLIST ITEM NO 1.

A. In accordance with Sections 251(c)(2) and 252(d)(1) of the Act, interconnection allows for the exchange of local traffic between BellSouth and an ALEC over trunks terminated at specified interconnection points.

Q. WHAT ARE THE REQUIREMENTS OF SECTIONS 251(c)(2) AND 252(d)(1) OF THE ACT REGARDING INTERCONNECTION?

A. Section 251(c)(2) of the Act outlines the obligations of incumbent local exchange companies ("ILECs") regarding interconnection. Specifically, an ILEC such as BellSouth has the duty to provide interconnection of requesting telecommunications carriers' facilities and equipment with BellSouth's network for the purposes of transmission and routing of telephone exchange service and exchange access. This interconnection must be provided at any technically feasible point and must be at least equal in quality to that provided

by the ILEC to itself or any other party to which the ILEC provides interconnection. Section 252(d)(1) of the Act specifies the pricing standards for such interconnection.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING INTERCONNECTION?

A. FCC Rule 51.305 requires that an ILEC must provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the ILEC's network. This interconnection is for the transmission and routing of telephone exchange service and exchange access service at any technically feasible point within the ILEC's network. The points of interconnection within the ILEC's network will include, at a minimum, the line-side of a local switch, the trunk-side of a local switch, the trunk interconnection points for a tandem switch, central office cross-connect points, out-of-band signaling transfer points and access to call-related databases, and the points of access to UNEs. The FCC's Bell Atlantic Order approving Bell Atlantic's 271 application for New York[8] confirmed that technically feasible methods of interconnection include ILEC provision of interconnection trunking, physical and virtual collocation and meet point arrangements. (¶ 66).

In the FCC's Order approving Southwestern Bell's 271 application for Texas[9]

[8] *Application of Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region InterLATA Service in the State of New York,* CC Docket No. 99-295, Released December 22, 1999, ("Bell Atlantic New York Order")

[9] *Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communication Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of*

the FCC stated that,

> [s]ection 251 contains three requirements for the provision of interconnection. First, an incumbent LEC must provide interconnection at any technically feasible point within the carrier's network. Second, an incumbent LEC must provide interconnection that is at least equal in quality to that provided by the local exchange carrier to itself. Finally, the incumbent LEC must provide interconnection on rates, terms, and conditions that are just, reasonable and nondiscriminatory, in accordance with the terms of the agreement and the requirements of [section 251] and section 252. (¶ 61).

Further, the FCC stated that "[t]o implement the equal-in-quality requirement in section 251, the Commission's rules require an incumbent LEC to design and operate its interconnection facilities to meet the same technical criteria and service standards that are used for the interoffice trunks within the incumbent LEC's network." (*Id.* at ¶ 62). The FCC also concluded that "the requirement to provide interconnection on terms and conditions that are 'just, reasonable, and nondiscriminatory' means that an incumbent LEC must provide interconnection to a competitor in a manner no less efficient than the way in which the incumbent LEC provides the comparable function to its own retail operations." (*Id.* at ¶ 63). Finally, in the FCC's SWBT Order-KS/OK, the FCC concluded "SWBT provides interconnection at all technically feasible points, including a single point of interconnection, and therefore demonstrates compliance with the checklist item." (¶ 232).

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the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, Memorandum Opinion and Order, Released June 30, 2000, ("SWBT Order-TX").

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM NO. 1?

A. In its Louisiana II Order, the FCC found that BellSouth failed to make an adequate showing that its collocation offering satisfies the requirements of Sections 271 and 251 of the Act stating, "[s]pecifically, we find that BellSouth's SGAT fails to provide new entrants with sufficiently definite terms and conditions for collocation." (¶ 66). Further, the FCC concluded that because BellSouth fails to include specific provisions regarding the terms and conditions for certain aspects of collocation in a legally binding document, BellSouth did not demonstrate that it provides interconnection on rates, terms, and conditions that are just, reasonable, and nondiscriminatory. (*Id.*).

Q. HAS BELLSOUTH ADDRESSED THE FCC'S CONCERNS?

A. Yes. The terms and conditions for BellSouth's collocation offering, including installation intervals, are defined clearly and in conformance with the decisions of the FCC and the FPSC. Through BellSouth's agreements, as well as through its SGAT, FCC tariff and the FPSC-approved tariff, ALECs can obtain access to BellSouth's physical and/or virtual collocation offerings at legally binding terms and conditions that are just, reasonable and nondiscriminatory. The testimony of BellSouth witness Mr. Milner, along with the affidavit of Mr. Wayne Gray attached to Mr. Milner's testimony, describe BellSouth's collocation offering in detail. As discussed previously, performance data demonstrating that BellSouth provides interconnection that is equal in quality

to the service that BellSouth provides to itself will be provided to this Commission in the KPMG 3PT and Commercial Data Review.

Q. WHAT DID THE FPSC PREVIOUSLY RULE REGARDING THIS CHECKLIST ITEM IN ITS 1997 ORDER?

A. The FPSC found in its 1997 Order that BellSouth did not meet all of the interconnection compliance requirements of the Act. Specifically, the FPSC cited the timely provision of physical collocation as BellSouth's primary problem. (p. 57). Further, the FPSC cited problems with BellSouth's collocation rates (p. 59), network blockage and end office trunking (*Id.*), local tandem interconnection (p. 60), two-way trunking and percent local usage factor ("PLU") (*Id.*), confirmation of SS7 signaling transfer point code activation (*Id.*), the provision of Carrier Identification Codes ("CIC") (p. 61), and finally, the provision of meet point billing data (p. 61).

Q. PLEASE DESCRIBE IN MORE DETAIL THE ISSUES IN THE 1997 ORDER REFERENCED ABOVE AND BELLSOUTH'S RESOLUTION OF THOSE ISSUES.

A. The FPSC found seven areas within the interconnection checklist item that require further action by BellSouth in order to be deemed compliant. I discuss each item briefly below:

1) Collocation

FPSC Findings Contained in the 1997 Order (pp. 57-59)

The FPSC reported that physical collocation is BellSouth's primary problem because no requests have been implemented. Therefore, BellSouth is unable to demonstrate that it is providing ALECs physical collocation in parity with itself. Next, the FPSC reported that BellSouth is unable to establish physical collocation in a timely manner. Last, BellSouth's SGAT does not contain provisioning intervals even though they are part of the arbitration agreements.

Corrective Action Taken By BellSouth

Since this Commission's 1997 Order, BellSouth has implemented approximately 1,500 ALEC requests for physical collocation. BellSouth will address performance data related to the issues identified with this checklist item in the KPMG 3PT and Commercial Data Review. The testimony of Mr. Milner provides more details relative to BellSouth's corrective action taken to ensure BellSouth's compliance with this checklist item.

2) Network Blockage and End Office Trunking

FPSC Findings Contained in the 1997 Order (p. 59)

The Commission found that BellSouth needed to provide ALECs with sufficient data to show that blockage levels are comparable between BellSouth and ALECs. Further, the Commission stated that BellSouth must assume responsibility

for trunk capacity requirements on its network. Finally, the Commission found that communication between the ALECs and BellSouth must be improved to identify blocking and trunking issues before they occur.

Corrective Action Taken By BellSouth

Since the 1997 Order, BellSouth has made dramatic improvements in planning for trunk requirements, as well as improving the number of network blockages. BellSouth will address performance data in the KPMG 3PT and Commercial Data Review. The testimony of Mr. Milner provides more details relative to BellSouth's corrective action taken to ensure its compliance with this checklist item.

3) Local Tandem Interconnection

FPSC Findings Contained in the 1997 Order (p. 60)

The FPSC determined that BellSouth has the responsibility to provide local tandem interconnection to meet this checklist item. Specifically, if a PLU factor is required, then BellSouth should develop the capability to accept this factor. Additionally, a Bona-Fide Request ("BFR") should not be required for an ALEC to obtain local tandem interconnection.

Corrective Action Taken By BellSouth

BellSouth has developed a PLU factor for local tandem

interconnection and has implemented the ability to use such factor. The PLU terms and conditions are contained in BellSouth's agreements, as well as the SGAT (*See* Exhibit CKC-5). Additionally, BellSouth does not require a BFR in order to obtain local tandem interconnection. The testimony of Mr. Milner and Mr. David Scollard address this issue in more detail and demonstrate BellSouth's compliance with this item.

4) Two Way Trunking and Percent Local Usage Factor (PLU)

FPSC Findings Contained in the 1997 Order (p. 60)

The FPSC found that BellSouth was not in compliance with this item regarding trunking requests, and that a surrogate PLU should be developed and allowed. Finally, the FPSC determined that a delay in data collection was not a valid reason for delaying the implementation of ALEC agreements.

Corrective Action Taken By BellSouth

BellSouth provisions interconnection trunks for ALECs in a manner that is equal in quality to the way in which BellSouth provisions trunks for its own services. BellSouth offers ALECs the ability to route local/intraLATA toll traffic and transit traffic over separate trunk groups or over a single trunk group.

BellSouth provides transit trunks for traffic between the ALEC and an Independent Company, Interexchange Carrier ("IXC"),

or another ALEC. Transit trunk groups are generally two-way but may be built as one-way. The testimony of Mr. Milner provides the detail of the terms and conditions for two-way trunks and further demonstrates BellSouth's compliance with this checklist item.

The definition, terms and conditions, and application of the PLU are contained in BellSouth's agreements (*See* Exhibit CKC-3) and in the SGAT (*See* Exhibit CKC-5).

The testimony of Mr. Milner and Mr. Scollard provides more detail relative to the corrective action taken by BellSouth to ensure compliance with this checklist item.

5) Confirmation of SS7 Signaling Transfer Point Code Activation

FPSC Findings in the 1997 Order (p. 60)

The FPSC found that the BellSouth/TCG agreement did not specifically require confirmation of SS7 Point Code Activation and that BellSouth did not violate the agreement on this point. However, the Commission stated that BellSouth had the responsibility to work with TCG and other ALECs to ensure that agreements are working properly and that BellSouth should respond to ALEC written inquiries concerning SS7 Point Code Activation, in a timely manner.

Corrective Action Taken By BellSouth

BellSouth abides by the terms and conditions of its agreements and makes every effort to respond to inquiries in a timely fashion.

6) Provision of Carrier Identification Codes ("CIC")

FPSC Finding in the 1997 Order (p. 61)

IXC CIC codes must be loaded into an ALEC's switch to properly recognize the IXCs providing service to the ALEC's customers through BellSouth access tandems. The ALECs contend they need the CIC information to properly route traffic to the IXCs. At the time of the order, Bellsouth provided Access Customer Name Abbreviation ("ACNA") to the ALECs, which the ALECs could then use to cross-reference the ACNA in the Local Exchange Routing Guide ("LERG") to obtain the proper CIC for the ACNA.

The Commission determined that BellSouth must provide CIC data where BellSouth has agreed to provide such data to the ALECs.

Corrective Action Taken By BellSouth

BellSouth implemented a process whereby a file is created listing all IXCs that interconnect at each BellSouth tandem

switch. This file contains the CIC, ACNA, and other information for each IXC. The data can be sorted by state and tandem central office ID.

7) Provision of Meet Point Billing ("MPB") Data

FPSC Finding in the 1997 Order (p. 61)

The Commission ruled that BellSouth was required to provide MPB data where BellSouth has agreed to provide such data to the ALECs. The FPSC further stated that there was evidence that BellSouth was not providing MPB data and therefore, that BellSouth was not compliant with this item.

Corrective Action Taken By BellSouth

BellSouth provides MPB data to each ALEC pursuant to the terms and conditions contained in the agreement between BellSouth and the ALEC. (*See* Exhibit CKC-3). BellSouth's SGAT (*See* Exhibit CKC-5) contains additional details regarding MPB. The corrective actions BellSouth has taken to resolve this issue are contained in the testimony of Mr. Scollard.

Q. PLEASE DISCUSS ANY OTHER FPSC FINDINGS IN THE 1997 ORDER THAT ARE RELATED TO CHECKLIST ITEM NO. 1.

A. In its 1997 Order, the FPSC expressed concern that there was conflicting language regarding multi-jurisdictional trunks in the SGAT and that the

definition of local traffic, as contained in BellSouth's SGAT, was problematic. (p. 61).

Q. PLEASE ADDRESS THE FPSC's CONCERNS REGARING MULTI-JURISDICTIONAL TRUNKS.

A. The Commission determined that the SGAT, filed in the 271 proceeding in 1997, contained conflicting language. (*See* BellSouth SGAT, Docket No. 960786, September 18, 1997). The alleged conflicting provisions of the previous SGAT pertained to provisions that stated that carriers may not combine local and toll traffic on two-way trunks, and a provision that stated that mixing traffic is allowed using PLU factors. The language regarding the use of PLU factors to facilitate the use of two-way trunks as contained in BellSouth's SGAT filed in this proceeding should remedy the Commission's previous concerns. (*See* SGAT, § I, ¶ A.3, and § I, ¶ D). The testimony of Mr. Scollard and Mr. Milner address this issue in more detail.

Q. PLEASE ADDRESS THE FPSC's ISSUE REGARDING THE DEFINITION OF "LOCAL TRAFFIC".

A. In BellSouth's previous SGAT, the definition of local traffic contained a statement that "no company shall represent exchange access traffic as local interconnection traffic." In order for the Commission to approve this part of the definition of local traffic, the Commission determined that BellSouth must provide ALECs a complete listing of the BellSouth NPA-NXXs that make up

each local service area, in a usable format. BellSouth provides ALECs with access to a complete listing of the BellSouth NPA-NXXs that make up each local service area as defined in its tariff. This information is accessible to ALECs through BellSouth's Internet website: http://www.interconnection.bellsouth.com/network/npanxx_buda/florida.html

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THIS CHECKLIST ITEM?

A. BellSouth's interconnection agreements, as well as its SGAT, provide for interconnection in compliance with the requirements set forth by the FCC. Exhibit CKC-3, attached to my testimony, provides this Commission with a reference tool to review selected agreements that demonstrate BellSouth's compliance with this checklist item.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 1?

A. BellSouth requests that the FPSC find that BellSouth, as demonstrated by BellSouth's filings in this proceeding, the KPMG 3PT, and KPMG's Commercial Data Review, is in compliance with checklist item 1. The access BellSouth provides ALECs to points of interconnection is equal in quality to what BellSouth provides to itself, and it meets the same technical criteria and standards used in BellSouth's network for a comparable arrangement, except

where an ALEC requests otherwise. Therefore, the FPSC should find BellSouth in compliance with checklist item 1.

Issue 3: Does BellSouth currently provide nondiscriminatory access to all required network elements, with the exception of OSS which will be handled in the third party OSS test, in accordance with Sections 251 (c) (3) and 252 (d) (1) of the Telecommunications Act of 1996, pursuant to Section 271 (c) (2) (B) (ii) and applicable rules promulgated by the FCC?

(a) Does BellSouth currently provide all required unbundled network elements at TELRIC-based prices?

(b) Has BellSouth satisfied other associated requirements, if any, for this item?

Q. WHAT NETWORK ELEMENTS IS BELLSOUTH ADDRESSING IN THE DISCUSSION OF CHECKLIST ITEM NO. 2?

A. Access to many of the UNEs that BellSouth offers are included elsewhere in the fourteen-point checklist and are therefore discussed with the applicable checklist item. For example, checklist item 4 addresses local loops unbundled from local switching; checklist item 5 addresses local transport unbundled from switching or other services; and checklist item 6 addresses local switching unbundled from transport, local loop transmission, or other services. As I discussed previously, access to OSS will be addressed in the KPMG 3PT. As noted by the FCC in its SWBT Order-TX, the FCC focused its discussion of this checklist item on "whether SWBT provides access to OSS and to

combinations of UNEs in accordance with section 251(c)(3) and our rules." (¶ 91). The FCC further stated that, "[a]side from OSS, the other UNEs that SWBT must make available under section 251(c)(3) are also listed as separate items on the competitive checklist, and are addressed below in separate sections for each checklist item." (*Id.*). As a result, BellSouth is only addressing combination of UNEs in its discussion of this issue. As specified in the wording of Issue 3, access to OSS will be addressed in the KMPG 3PT.

Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS?

A. Section 251(c)(3) obligates BellSouth to provide nondiscriminatory access to network elements on an unbundled basis at any technically feasible point under rates, terms and conditions that are just and reasonable. Requesting carriers are allowed to combine elements in order to provide telecommunications services. Section 252(d)(1) of the Act specifies the pricing standard for unbundled network elements. In essence, rates for network elements are considered just and reasonable when they are based on the cost of providing the element, are nondiscriminatory and may include a reasonable profit.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING COMBINATIONS UNDER CHECKLIST ITEM NO. 2?

A. For UNE combinations and access to UNEs, the FCC concluded that, "SWBT provides access to UNEs in a manner that allows requesting carriers to

combine those elements, and that SWBT provides access to preexisting combinations of network elements." (SWBT Order-TX, at ¶ 216). The FCC based its conclusion on SWBT's evidence of actual commercial usage, and also on SWBT's legal obligation to provide such access. (*Id.*). In its SWBT Order-KS/OK, the FCC reaffirmed its position on OSS and UNE combinations as established in the Bell Atlantic New York Order and in the SWBT Order-TX as referenced above.

In its Verizon Massachusetts Order[10], the FCC concluded that "[i]n at least one interconnection agreement, Verizon offers 'any technically feasible method to access unbundled [n]etwork [e]lements.' Although Verizon has not provided evidence of a standardized offering for noncollocation methods of combining UNEs, this commitment in an interconnection agreement satisfies the obligation to make available noncollocation options for competing carriers wanting to combine UNEs." (¶ 119).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM NO. 2?

A. In its Louisiana II Order, the FCC found that "collocation as the sole method for combining unbundled network elements is inconsistent with section 251(c)(3)." (¶ 168). The FCC further concluded that "[s]ection 51.321 of the

[10] *Application of Verizon New England Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) And Verizon Global Networks Inc., For Authorization to Provide In-Region, InterLATA Services in Massachusetts*, CC Docket No. 01-9, Released April 16, 2001, ("Verizon Massachusetts Order").

Commission's rules states that technically feasible methods of access to unbundled network elements 'include, but are not limited to,' physical and virtual collocation at the incumbent LECs' premises." (*Id.*).

Q. HAS BELLSOUTH ADDRESSED THE FCC'S CONCERNS?

A. Yes. The affidavit of Mr. Gray, attached to the testimony of Mr. Milner, provides evidence that BellSouth is providing collocation at rates, terms and conditions that are just, reasonable and nondiscriminatory, and proves that BellSouth meets checklist item 2, relative to collocation requirements. As I discussed previously, access to OSS will be addressed in the KPMG 3PT. My testimony and the testimony of Mr. Milner addresses the means by which ALECs can combine UNEs.

Q. WHAT DID THE FPSC PREVIOUSLY RULE REGARDING CHECKLIST ITEM NO. 2 IN ITS 1997 ORDER?

A. In its 1997 Order, the Commission found that BellSouth had not fulfilled its duty to provide to a requesting carrier nondiscriminatory access to unbundled network elements, including access to its operations support systems functions as required by the Act, the FCC's rules, and the FPSC's arbitration order (pp. 62-63). Specifically, the Commission found that BellSouth appeared to be providing several, but not all, requested unbundled network elements to ALECs. In addition, the Commission concluded that it appeared that ALECs were experiencing problems with the billing of UNEs, and with the interfaces

used to access BellSouth's OSS (p. 66). As I discussed earlier, issues pertaining to BellSouth's OSS will be resolved through the KPMG 3PT currently under the Commission's purview.

Q. PLEASE ELABORATE ON THE BILLING CONCERNS CONTAINED IN THE FPSC'S 1997 ORDER AND BELLSOUTH'S RESOLUTION OF THOSE CONCERNS.

A. In its 1997 Order, the FPSC concluded that BellSouth was required to provide mechanically generated billing in the national standard Carrier Access Billing System ("CABS") format (pp. 71-73). The Commission also concluded that BellSouth had not provided access usage data for billing purposes. BellSouth now provides ALECs with a national standard CABS-formatted bill for UNEs and interconnection services. Furthermore, BellSouth makes detailed access usage data available to ALECs via its Access Daily Usage File ("ADUF") offering. BellSouth's billing functions will be addressed in the KPMG 3PT.

Q. DOES BELLSOUTH HAVE A LEGALLY BINDING OBLIGATION TO PROVIDE ALECS WITH ACCESS TO UNES SUCH THAT ALECS MAY COMBINE UNES?

A. Yes. The methods used and the terms governing the provision of UNEs for combining by ALECs are contained in BellSouth's interconnection agreements, as well as in the SGAT. There is no difference between BellSouth's provision of UNEs, or associated methods and procedures, to an

ALEC for use with the ALEC's own facilities versus BellSouth's provision of UNEs that the ALEC may combine. BellSouth does not determine how an ALEC will use the UNEs that BellSouth delivers to the ALEC.

In other words, whether an ALEC uses UNEs in isolation or combines them, access to the UNEs will be provided in the same way. If an ALEC desires additional facilities or services to facilitate its ability to combine UNEs, it may make a request through the BFR process. The BFR process will be discussed in greater detail later in my testimony.

Q. PLEASE DESCRIBE THE MEANS BY WHICH AN ALEC MAY COMBINE UNES.

A. Pursuant to the Act, FCC rules and FPSC orders, BellSouth provides ALECs with access to UNEs such that an ALEC may combine the UNEs. In order to combine UNEs, the ALEC may choose virtual or physical collocation or an assembly point arrangement. BellSouth will extend UNEs to an ALEC's virtual or physical collocation arrangement and will terminate those UNEs in such a way as to allow the ALEC to provide cross-connections or other required wiring within the ALEC's collocation arrangement in order to effect the combination. In addition, BellSouth offers an assembly point option for ALECs to combine UNEs. Mr. Milner discusses in greater detail in his testimony the means by which ALECs can combine UNEs.

Q. DOES BELLSOUTH OFFER CURRENTLY COMBINED NETWORK ELEMENTS TO ALECS AT COST-BASED RATES?

A. Yes. BellSouth provides ALECs, at cost-based rates, network elements that are, in fact, combined in BellSouth's network to the particular location the ALEC wishes to serve. That is, BellSouth makes combinations of UNEs available to ALECs consistent with BellSouth's obligation under the Act and applicable FCC and Commission rules.

As discussed in more detail under checklist item 6, BellSouth will provide new combinations of loop and transport (known as "EELs") in Density Zone 1 areas in Miami, Ft. Lauderdale and Orlando to ALECs to serve end-users with four or more voice grade (DS0) equivalent channels or lines. The FCC has exempted BellSouth from its obligation to unbundle local switching in these areas if BellSouth provides such new combinations.

Q. PLEASE ADDRESS THE CURRENT STATUS OF THE ILECs' LEGAL OBLIGATION REGARDING COMBINATIONS.

A. In the FCC's UNE Remand Order[11] the FCC reaffirmed that ILECs presently have no obligation to combine network elements for ALECs when those elements are not currently combined in the ILEC's network. Rules 51.315(c)-(f) that purported to require ILECs to combine UNEs were vacated by the

[11] *In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order* CC Docket No. 96-98, Released November 5, 1999 ("UNE Remand Order").

Eighth Circuit Court, and those rules were neither appealed to nor reinstated by the Supreme Court. On July 18, 2000, the Eighth Circuit Court reaffirmed its ruling that FCC Rules 51.315(c)-(f) are vacated.

As the FCC made clear in its UNE Remand Order, Rule 51.315(b) applies to elements that are "in fact" combined, stating that "[t]o the extent an unbundled loop is in fact connected to unbundled dedicated transport, the statute and our rule 51.315(b) require the incumbent to provide such elements to requesting carriers in combined form." (¶ 480, emphasis added) The FCC further declined to adopt a definition of "currently combines," that would include all elements "ordinarily combined" in the incumbent's network (declining to "interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are 'ordinarily combined'..."). (*Id.*).

Even though the Eighth Circuit Court has reaffirmed that ILECs have no obligation to combine UNEs for ALECs, the U.S. Supreme Court has agreed to review this issue at the request of the FCC and other parties.

Q. IN BELLSOUTH'S NETWORK, COULD THERE EXIST A SCENARIO WHEREIN THE LOOP AND THE PORT ARE COMBINED, AND THERE IS DIAL TONE ON THE LINE, BUT THERE IS NO SERVICE BEING PROVIDED TO A PARTICULAR CUSTOMER AT THAT PARTICULAR LOCATION?

A. Yes. This arrangement is typically referred to as "QuickService." Consider a

customer that has been receiving local exchange service from BellSouth, and the customer sells his house and moves. He calls BellSouth to have his service disconnected. Generally, it is BellSouth's policy to leave those facilities connected through from the customer's network interface device ("NID") to the main distribution frame ("MDF") in the central office. The connection on the MDF between the loop and the switch port is also left in place.[12] Thus, there will be dial tone on the line, but there is no service being provided for which a customer is paying BellSouth. If one were to plug a phone into a jack in that house, and access the line, one would hear a recording advising that callers can place a 911 emergency call from the line and that they must use another line to order service. Additionally, no incoming calls can be received over this line. Where such facilities are combined in BellSouth's network (that is, where QuickService exists on a disconnected line), BellSouth will provide the combination to a requesting ALEC at cost-based rates.

Q. CAN AN ALEC CONVERT SPECIAL ACCESS FACILITIES TO UNBUNDLED NETWORK ELEMENTS?

A. Yes. An ALEC must self-certify that it is providing a significant amount of local exchange service over special access facilities in order to convert these special access facilities to a combination of unbundled loops and unbundled transport as determined by the FCC in its UNE Remand Order, and in its

[12] The assumption is that the existing facilities will be re-used to provide service to a new customer at that same location. However, in the event that the port or a portion of the loop is needed to fill a service order at another location where no other facilities are available, the QuickService facility will be taken apart so that service can be provided at the alternate location. In that case, the loop and the port will no longer be combined to the original location.

Supplemental Clarification Order in CC Docket No. 96-98, released June 2, 2000. BellSouth does not require an audit as a precondition to converting special access to UNEs; however, BellSouth may audit an ALEC's records in order to verify the type of traffic being transmitted over this arrangement, which is typically referred to as Enhanced Extended Links ("EELs"). If, based on its audits, BellSouth concludes that an ALEC is not providing a significant amount of local exchange traffic over the facilities; BellSouth may file a complaint with the appropriate regulatory authority.

Q. WHAT ARE BELLSOUTH'S PRICES FOR COMBINATIONS OF UNES?

A. Prices for various combinations of UNEs, when such UNEs are in fact currently combined, are set out in Attachment A to BellSouth's SGAT (Exhibit CKC-5). To the extent an ALEC seeks to obtain existing combinations of UNEs that are not listed in their combined form in Attachment A of the SGAT, the ALEC may purchase such UNE combinations at the sum of the stand-alone prices of the elements that make up the combination.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth's interconnection agreements, as well as its SGAT, provide for access to network elements in compliance with the requirements set forth by the FCC. Exhibit CKC-3 provides a representative sample of the agreements that BellSouth has entered into with ALECs in Florida.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 2?

A. BellSouth requests the FPSC find that BellSouth, as demonstrated by BellSouth's filing in this proceeding, the KPMG 3PT, and KPMG's Commercial Data Review, is in compliance with checklist item 2. BellSouth provides nondiscriminatory access to OSS as BellSouth will demonstrate through its Florida performance data and the KPMG 3PT results. In addition, BellSouth provides UNE combinations in compliance with the FCC rules and FPSC orders. For these reasons, the FPSC should find BellSouth in compliance with checklist item 2.

Issue 4: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the Commission found that BellSouth met the requirements of Section 224 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, pursuant to Section 271 (c) (2) (B) (iii). Does BellSouth currently provide nondiscriminatory access to the poles, ducts, and conduits, and rights-of-way owned or controlled by BellSouth at just and reasonable rates in accordance with the requirements of Section 224 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, pursuant to Section 271 (c) (2) (B) (iii) and applicable rules promulgated by the FCC?

Q. WHAT ARE THE REQUIREMENTS OF SECTIONS 224 OF THE ACT REGARDING CHECKLIST ITEM NO. 3?

A. Section 224 of the Act outlines the state and federal jurisdiction over the regulation of access to poles, ducts, conduits and rights-of-way and describes the standard for just and reasonable rates for such access.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. Under Rule 1.1403, a utility shall provide any carrier with nondiscriminatory access to any pole, duct, conduit, or rights-of-way owned or controlled by it. Notwithstanding this obligation, a utility may deny any telecommunications carrier access to its poles, ducts, conduits, or rights-of-way where there is insufficient capacity or for reasons of safety, reliability and generally applicable engineering purposes.

Q. WHAT DID THE FCC PREVIOUSLY RULE REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that, "BellSouth demonstrates that it is providing nondiscriminatory access to its poles, ducts, conduits, and rights-of-way at just and reasonable rates, terms and conditions in accordance with the requirements of section 224, and thus has satisfied the requirements of checklist item (iii)." (¶ 174).

Q. WHAT DID THE FPSC PREVIOUSLY RULE REGARDING THIS

CHECKLIST ITEM?

A. In its 1997 Order, the FPSC concluded that BellSouth's procedures for providing access to poles, ducts, conduits, and rights-of-way had been in effect for cable companies for years, and based on the evidence found that BellSouth had met the requirements of Checklist Item 3. (p. 100).

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth offers through its interconnection agreements, and through its SGAT, nondiscriminatory access to poles, ducts, conduits and rights-of-way at rates that are just and reasonable. Such access is provided via the Standard License Agreement (*see* Exhibit CKC-5, SGAT Attachment D) which complies with Section 224, as amended by the Act, and conforms to the FPSC's and the FCC's requirements. See Exhibit CKC-3 for applicable agreement references.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 3?

A. The FCC and FPSC previously found BellSouth to be in compliance with this checklist item. BellSouth provides nondiscriminatory access to poles, ducts, conduits and rights-of-way to ALECs at terms and conditions that are the same for Florida as those found by the FCC to be compliant in Louisiana.

BellSouth's actions and performance are consistent with its previous showing, and nothing material has changed since 1997 that should cause the FPSC to reach a different conclusion than the FCC reached in its 1998 Louisiana II Order or than the FPSC reached in 1997. Additional details concerning BellSouth's poles, ducts, conduits, and rights of way offerings can be found in Mr. Milner's testimony and in the affidavit of Ms. Linda Kinsey attached to Mr. Milner's testimony. For these reasons, BellSouth requests that the FPSC again find BellSouth in compliance with checklist item 3.

Issue 5: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the Commission found that BellSouth met the requirements of Section 271 (c) (2) (B) (iv) of the Telecommunications Act of 1996. Does BellSouth currently provide unbundled local loop transmission between the central office and the customer's premises from local switching or other services, pursuant to Section 271 (c) (2) (B) (iv) and applicable rules and orders promulgated by the FCC?

(a) Does BellSouth currently provide all currently required forms of unbundled loops?

(b) Has BellSouth satisfied other associated requirements, if any, for this item?

Q. DESCRIBE THE LOOPS BELLSOUTH CURRENTLY IS PROVIDING IN COMPLIANCE WITH CHECKLIST ITEM NO. 4.

A. BellSouth provides ALECs with access to unbundled loops at any technically feasible point with access given to all features, functions and capabilities of the

loop; without any restrictions that impair their use; for an ALEC's exclusive use; and in a manner that enables the ALEC to combine loops with other UNEs.

BellSouth makes available to ALECs, on an unbundled basis, all of its loops, including those loops served by Integrated Digital Loop Carrier ("IDLC"). Mr. Milner's testimony provides greater detail regarding loops served by IDLC.

BellSouth provides nondiscriminatory access to the following loop types through its SGAT and agreements: SL1 voice grade analog lines, SL2 voice grade analog lines, 2-wire ISDN digital grade lines, 2-wire Asymmetrical Digital Subscriber Lines ("ADSL"), 2-wire and 4-wire High-bit-rate Digital Subscriber Lines ("HDSL"), 4-wire DS1 digital grade lines; 4-wire 56 or 64 Kbps digital grade lines, unbundled copper loops, and higher-capacity unbundled loops.

Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING THIS CHECKLIST ITEM?

A. Section 271(c)(2)(B)(iv) of the Act requires that BellSouth provide local loop transmission from the central office to the customer's premises, unbundled from local switching or other services.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING

THIS CHECKLIST ITEM?

A. FCC Rule 51.319(a) requires an ILEC to provide nondiscriminatory access to the local loop. The local loop network element is defined as a transmission facility between the distribution frame in an ILEC central office and an end user's premises (for example, a cable pair from the customer's premises to the main distribution frame of the serving central office).

In its Bell Atlantic New York Order, the FCC concluded that in order for a BOC to be found in compliance with this checklist item, it must demonstrate a concrete and specific legal obligation to provide unbundled local loops in accordance with Section 271 requirements. (¶ 273).

Additionally, in its SWBT Order-TX, the FCC determined that "the BOC must provide access to any functionality of the loop requested by a competing carrier unless it is not technically feasible to condition the loop facility to support the particular functionality requested." (¶ 248). In order to provide such loops, the BOC may have to perform conditioning on the loop for which it can recover its costs. (*Id.*)

In its SWBT Order-KS/OK, the FCC reaffirmed its requirement that a BOC must demonstrate a concrete and specific legal obligation to provide unbundled local loops in order to meet the requirements of this checklist item. Additionally, the FCC concluded that a BOC must also demonstrate that it is currently providing local loops in the quantities that competitors demand and at

acceptable quality levels. (¶ 178).

Finally, in its Verizon Massachusetts Order, the FCC, in evaluating Verizon's overall performance in providing unbundled local loops in Massachusetts, examined Verizon's performance "in the aggregate (i.e., by all loop types) as well as its performance for specific loop types (i.e., by voice grade, xDSL-capable, line-shared and DS-1 types)." (¶ 122). The FCC further concluded that Verizon provides access to loop make-up information in compliance with the UNE Remand Order, and that Verizon also provides nondiscriminatory access to stand alone xDSL-capable loops and high-capacity loops. (¶ 124).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC concluded that BellSouth had not provided sufficient persuasive evidence (in the form of performance data) that it meets the requirements of this checklist item. (¶ 189). Specifically, the FCC desired performance data and explanations of that performance data in sufficient detail to demonstrate that BellSouth met the nondiscrimination standard. (¶ 194).

Q. HOW WILL BELLSOUTH ADDRESS THE FCC'S CONCERNS?

A. As I previously discussed, performance data associated with BellSouth's demonstration of compliance with this checklist item will be provided in KPMG's 3PT and Commercial Data Review.

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that BellSouth met the requirements of checklist item 4. (p. 104). Since the time the FPSC found BellSouth to be in compliance with this item, BellSouth has continued to provide loops as requested by ALECs as evidenced in the affidavit of Mr. Wakeling attached to my testimony (*see* exhibit CKC-4), and, as discussed in the testimony of Mr. Milner and Mr. Latham.

Q. DOES BELLSOUTH OFFER ANY ADDITIONAL COMPONENTS OF LOCAL LOOP TRANSMISSION?

A. Yes. In addition to the unbundled loop, BellSouth provides ALECs with access to unbundled subloop components, as well as loop cross-connects and loop concentration and channelization. Mr. Milner's testimony provides details concerning how an ALEC gains access to loop make-up information as required by the FCC in its UNE Remand Order. In that order, the FCC clarified that "an incumbent LEC must provide the requesting carrier with nondiscriminatory access to the same detailed information about the loop that is available to the incumbent, so that the requesting carrier can make an independent judgement about whether the loop is capable of supporting the advanced services equipment the requesting carrier intends to install." (¶ 427).

Q. DOES BELLSOUTH PROVIDE LOOP MODIFICATION TO ALECS UPON REQUEST?

A. Yes. BellSouth's Unbundled Loop Modification ("ULM") process provides ALECs with the ability to request that BellSouth modify any existing loop to be compatible with the ALEC's hardware requirements. The ULM process is discussed in more detail in Mr. Latham's testimony. As provided by the FCC in its UNE Remand Order, ILECs are allowed to recover the cost of such loop modification. BellSouth's proposed prices for this function are contained in Attachment A to BellSouth's SGAT (See Exhibit CKC-5).

Q. DOES BELLSOUTH PROVIDE ALECS WITH ACCESS TO THE HIGH FREQUENCY PORTION OF THE LOOP?

A. Yes. Consistent with the FCC's Line-Sharing Order,[13] where BellSouth is the voice provider, BellSouth provides ALECs with access to the frequency range above the voice band on a copper loop facility. This function is referred to as "line-sharing." As explained in Mr. Williams' testimony, BellSouth allows ALECs to order splitters in three different increments: (1) full shelf (96 line units), (2) one fourth of a shelf (24 line units); or an 8-port option (which is currently under development). Mr. Williams' testimony provides additional

[13] *In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order CC Docket No. 98-147 and Fourth Report and Order CC docket No. 96-98, 14 FCC Rcd 20,912 (1999) ("Line-Sharing Order")

details of BellSouth's provisioning of line-sharing.

Q. DOES BELLSOUTH FACILITATE LINE SPLITTING?

A. Yes. In its Line-Sharing Reconsideration Order,[14] the FCC affirmed that ILECs have an obligation to permit competing carriers to engage in line splitting where the competing carrier purchases the entire loop and provides its own splitter. (¶ 19). When an ALEC is using a UNE-P and wishes to change that to a line splitting arrangement, a splitter has to be inserted between the loop and the port. This means that the loop and the port have to be disconnected from each other, and both the loop and the port then have to be run into the ALEC's collocation space where the loop can be hooked up to the ALEC's splitter.

Further, the FCC specifically denied AT&T's request that ILECs be required to continue to provide xDSL services in the event a customer chooses to obtain its voice service from a competing carrier on the same line. (*Id.* at ¶16). In the event a customer terminates its ILEC-provided voice service on a line-shared line, the data ALEC is required to purchase the full stand-alone loop if it wishes to continue providing xDSL service. (*Id.* at ¶ 22). This decision supports BellSouth's position that BellSouth is obligated to provide line-sharing to ALECs only where BellSouth is providing the voice service.

[14] *In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, Order on Remand*, CC Docket No. 98-147 (Released January 19, 2001) ("Line-Sharing Reconsideration Order").

In its SWBT Order-TX, the FCC further clarified that:

- Line splitting is defined as a situation where the voice and data service are provided by competing carriers over a single loop, rather than by the incumbent LEC. (¶ 324).
- ILECs have no obligation to furnish the splitter when the ALEC engages in line splitting over the UNE-P. (¶ 327).

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth offers through its agreements, and through its SGAT, nondiscriminatory access to unbundled local loops and subloops. Such access is provided in compliance with the Act, and conforms to the FPSC's and the FCC's requirements. See Exhibit CKC-3 for agreement references.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 4?

A. BellSouth requests that the FPSC find that BellSouth, as demonstrated by BellSouth's filings in this proceeding, the KPMG 3PT, and KPMG's Commercial Data Review, is in compliance with checklist item 4. BellSouth makes local loop transmission available on an unbundled basis in compliance with FCC Rule 51.319(a) and with Section 271(c)(2)(B)(iv) of the Act. For

these reasons, the FPSC should again find BellSouth in compliance with checklist item 4.

Issue 6: Does BellSouth currently provide unbundled local transport on the trunk side of a wireline local exchange carrier switch from switching or other services, pursuant to Section 271 (c) (2) (B) (v) and applicable rules promulgated by the FCC?

(a) Does BellSouth currently provide billing for usage-sensitive UNEs?

(b) Has BellSouth satisifed all other associated requirements, if any, for this item?

Q. PLEASE DESCRIBE UNBUNDLED LOCAL TRANSPORT AS COVERED BY CHECKLIST ITEM NO. 5.

A. There are two types of local transport, namely dedicated and shared (also called "common") that are covered by this checklist item. Dedicated transport involves transmission facilities dedicated to a specific customer or carrier that provide telecommunications between wire centers owned by the ILEC or requesting telecommunications carriers or between switches owned by ILECs or requesting telecommunications carriers. Shared transport involves transmission facilities shared by more than one carrier, including the ILEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the ILEC's network. However, BellSouth is not obligated to construct new transport facilities at an ALEC's request where BellSouth has not deployed facilities for its own use.

Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING THIS CHECKLIST ITEM?

A. Section 271(c)(2)(B)(v) of the Act obligates BellSouth to provide local transport from the trunk side of the wire-line local exchange carrier switch unbundled from switching or other services.

Q. WHAT DOES THE FCC REQUIRE FOR COMPLIANCE WITH CHECKLIST ITEM NO. 5?

A. FCC Rule 51.319(d) requires a BOC to offer dedicated and shared transport as defined by the FCC. In the Bell Atlantic New York Order, the FCC stated that it requires that "BOCs provide both dedicated and shared transport to requesting carriers." (¶ 337). The FCC further stated that Bell Atlantic's performance data indicated that it was providing transport to ALECs in a nondiscriminatory manner. (¶ 338).

In its SWBT Order-TX, the FCC confirmed the obligation to provide dedicated and shared transport and cited SBC's performance data as being indicative of compliance with this checklist item. (¶¶ 331-333).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that BellSouth demonstrated that it provided transport on terms and conditions consistent with the FCC's directives. (¶ 202). However, the FCC did not approve this checklist item on the grounds that BellSouth failed to submit persuasive evidence, such as performance data, specifically measuring the provisioning of dedicated and shared transport facilities. (¶ 206).

Q. HOW WILL BELLSOUTH ADDRESS THE FCC'S CONCERNS?

A. As I previously discussed, BellSouth will provide the necessary performance data, as part of the KPMG 3PT and Commercial Data Review, to allow the FPSC and the FCC to determine that BellSouth is providing nondiscriminatory access to local transport.

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that because BellSouth was not able to bill usage sensitive UNEs, BellSouth had not met the requirements of checklist item 5. (p. 107). While BellSouth could draw from its experience in providing interoffice transport for special access, the FPSC found that such experience was not necessarily proof that BellSouth could provision unbundled local transport in the local market. BellSouth's resolution of this concern is discussed in detail in the testimony of Mr. Scollard.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth offers through its interconnection agreements and through its SGAT nondiscriminatory access to unbundled local transport. Such access is provided in compliance with the Act and conforms to the FPSC's and the FCC's requirements. BellSouth is offering and providing local transport to several ALECs. See Exhibit CKC-3, attached to my testimony, for agreement and SGAT references.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 5?

A. BellSouth requests that the FPSC find that BellSouth, as demonstrated by BellSouth's filings in this proceeding, the KPMG 3PT, and KPMG's Commercial Data Review, is in compliance with checklist item 5. BellSouth offers unbundled local transport on the trunk side of a wireline local exchange carrier switch unbundled from switching or other services. BellSouth offers ALECs both dedicated and shared transport, as the FCC has defined it. Further, BellSouth offers dedicated and shared transport to carry originating access traffic from, and terminating access traffic to, customers to whom the ALEC is also providing local exchange service. For these reasons, the FPSC should find BellSouth in compliance with checklist item 5.

Issue 7: Does BellSouth currently provide unbundled local switching from

transport, local loop transmission, or other services, pursuant to Section 271 (c) (2) (B) (vi) and applicable rules promulgated by the FCC?

(a) Does BellSouth bill for unbundled local switching on a usage-sensitive basis?

(b) Does BellSouth currently provide unbundled local switching on both the line-side and the trunk-side of the switch?

(c) Has BellSouth satisfied other associated requirements, if any, for this item?

Q. PLEASE DESCRIBE LOCAL SWITCHING AS DEFINED BY CHECKLIST ITEM NO. 6.

A. Local circuit switching is the network element that provides the functionality required to connect the appropriate originating lines or trunks wired to the MDF, or to the digital cross connect panel, to a desired terminating line or trunk. The most common local circuit switching capability involves the line termination (port) and the line side switching (dial tone) capabilities in the central office. The functionality of BellSouth's local circuit switching offering includes access to all of the features, functions, and capabilities provided for the particular port type, including features inherent to the switch and the switch software and includes access to vertical features, such as Call Waiting. Local circuit switching also provides access to additional capabilities such as common and dedicated transport, out-of-band signaling, 911, operator services, directory services, and repair service.

The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers ("DSLAMs"), including but not limited to: (1) the ability to terminate copper customer loops (that include both a low band voice channel and a high-band data channel, or solely a data channel); (2) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; (3) the ability to extract data units from the data channels on the loops; and (4) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

Q. WHAT IS REQUIRED BY THE ACT TO BE IN COMPLIANCE WITH CHECKLIST ITEM NO. 6?

A. Section 271(c)(2)(B)(vi) of the Act requires that BellSouth make available local switching unbundled from local transport, local loop transmission, or other services.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. FCC Rule 51.319(c) requires unbundling of local and tandem switching capabilities. In the Bell Atlantic New York Order, the FCC concluded that

Bell Atlantic demonstrated compliance with checklist item 6, through its provision of: 1) line-side and trunk-side facilities; 2) basic switching functions; 3) vertical features; 4) customized routing; 5) shared trunk ports; 6) unbundled tandem switching; 7) usage information for billing exchange access, and 8) usage information for billing for reciprocal compensation. (¶ 346; *see also* SWBT-TX Order, at ¶ 339; and SWBT-KS/OK Order, at ¶ 242).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC determined that BellSouth must make available all vertical features that the switch is capable of providing, whether or not BellSouth offers a particular feature on a retail basis. (¶¶ 210-211). The FCC also found that BellSouth failed to demonstrate sufficiently that ALECs are able to order customized routing efficiently. As a consequence, the FCC determined that BellSouth did not demonstrate that it is capable of making customized routing practically available in a nondiscriminatory manner. (¶ 223). Another area of concern addressed by the FCC in its Louisiana II Order pertains to whether BellSouth had the necessary billing procedures in place and had demonstrated that ALECs are provided timely and accurate usage information, or a reasonable surrogate for this information, necessary to enable billing for exchange access services. (¶¶ 232-234).

Q. HAS BELLSOUTH ADDRESSED THE FCC'S CONCERNS?

A. Yes. As discussed in detail in the testimony of Mr. Scollard and Mr. Milner, BellSouth has resolved the concerns raised by the FCC regarding this checklist item in its Louisiana II Order. In summary, BellSouth provides access to all vertical features that the switch is capable of providing whether or not BellSouth offers a particular feature on a retail basis. BellSouth also makes available two methods of customized routing, as well as required usage data.

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that it could not affirmatively conclude that BellSouth was provisioning unbundled local switching in compliance with checklist item 6. (p. 111). The FPSC gave several reasons for this finding:

- BellSouth had not demonstrated that it could bill for unbundled switching on a usage-sensitive basis.
- BellSouth's inability to provide CABS or CABS-formatted billing as ordered, does not provide the ALECs with reasonable opportunity to compete.
- BellSouth must provide ALECs the same data and in the same time frames as BellSouth provides to itself.
- Local switching comprises both the line side and trunk side capabilities; to offer one and not the other restricts the ALECs' ability to fully participate in the local market.

(*Id.*)

Q. WHAT ACTION HAS BELLSOUTH TAKEN TO RESOLVE THE FPSC's FINDINGS REGARDING THIS CHECKLIST ITEM?

A. As discussed in the testimony of Mr. Scollard and Mr. Milner and as will be addressed in the KPMG 3PT:

- BellSouth has been billing ALECs for usage sensitive based UNEs since August 1997.
- BellSouth provides CABS-formatted bills for all UNEs provided to ALECs.
- BellSouth makes both the line side and trunk side aspects of the switch available to ALECs.

The concerns raised by this Commission in its 1997 Order should be alleviated.

Q. WHAT DOES BELLSOUTH PROVIDE IN COMPLIANCE WITH THIS CHECKLIST ITEM?

A. BellSouth provides ALECs with local circuit switching as defined above on an unbundled basis. An ALEC can purchase unbundled switching separately from the other unbundled components needed to complete a local call. BellSouth also offers switch ports and associated usage unbundled from transport, local loop transmission, and other services.

Further, switch ports are offered with access to all available vertical features that are loaded in the software of the switch. A single vertical feature may

include more than one switch capability. Pursuant to the BFR process, BellSouth will work with ALECs to provide features that are loaded in the switch but that are not currently activated, as well as those features that are not currently loaded in the switch. The testimony of Mr. Milner and Mr. Scollard address BellSouth's local switching offer in more detail.

BellSouth provides ALECs with local circuit switching as defined above on an unbundled basis, with one limited exception. Pursuant to the FCC's UNE Remand Order, BellSouth is not required to provide unbundled local circuit switching to ALECs to serve end-users with four or more voice grade (DS0) equivalent channels or lines located in Density Zone 1 of the top 50 Metropolitan Statistical Areas ("MSAs"), as defined in 47 C.F.R. § 69.123 as of January 1, 1999, so long as BellSouth provides nondiscriminatory access to new combinations of EELs throughout Density Zone 1. Miami, Fort Lauderdale, and Orlando are the locations in Florida that qualify as a top 50 MSA. BellSouth provides new EEL combinations throughout Density Zone 1 in these three MSAs; therefore, BellSouth is not required to provide local circuit switching on an unbundled basis in Density Zone 1 areas of these three MSAs.

Q. WHAT DOES BELLSOUTH OFFER WITH REGARD TO SWITCH FEATURES NOT CURRENTLY LOADED IN A SWITCH?

A. Upon request, BellSouth will provide to an ALEC switch features that are not currently loaded in the switch provided that the ALEC is willing to pay the

additional costs involved (e.g. additional right-to-use fees, programming costs to the manufacturer and internal costs to adapt BellSouth's systems to accept an order for the new feature). In addition to this issue of cost, there may be feature interaction restrictions of which the ALEC needs to be aware. For these reasons, BellSouth requires the ALEC to submit a BFR so that the parties can explore all related issues.

Q. DOES BELLSOUTH LIMIT AN ALEC's USE OF LOCAL CIRCUIT SWITCHING TO LOCAL TRAFFIC?

A. No. Requesting carriers may use local circuit switching to carry any type of traffic that the carrier is authorized to carry. The carrier may provide interstate and intrastate exchange access to customers for whom the carrier provides local service. ALECs purchasing unbundled local circuit switching are entitled to collect the associated switched access charges from IXCs.

Q. PLEASE DESCRIBE BELLSOUTH'S PROVISION OF UNBUNDLED PACKET SWITCHING.

A. BellSouth will provide unbundled packet switching in accordance with the FCC's rules. In its UNE Remand Order, the FCC expressly declined "to unbundle specific packet switching technologies incumbent LECs may have deployed in their networks." (¶ 311). Consistent with FCC Rule 51.319(c)(5) regarding packet switching, BellSouth is only required to provide unbundled packet switching when all of the following conditions have been satisfied:

1) The incumbent LEC has deployed digital loop carrier systems, including but not limited to, integrated digital carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g. end office to remote terminal, pedestal or environmentally controlled vault);

2) There are no spare copper loops capable of supporting the x DSL services the requesting carrier seeks to offer;

3) The incumbent LEC has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined under Section 51.319(b); and,

4) The incumbent LEC has deployed packet switching capability for its own use.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO COMPLY WITH THIS CHECKLIST ITEM?

A. BellSouth offers unbundled local circuit switching through its agreements, as well as its SGAT. Exhibit CKC-3 provides interconnection agreement and SGAT references. If any existing interconnection agreements treat vertical

features associated with unbundled switch ports as retail services, those agreements will be amended at the request of the ALEC.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 6?

A. BellSouth requests that the FPSC find that BellSouth, as demonstrated by BellSouth's filings in this proceeding, the KPMG 3PT, and KPMG's Commercial Data Review, is in compliance with checklist item 6. BellSouth provides ALECs with local circuit switching on an unbundled network element basis in compliance with the Act, and with the FCC's rules and requirements. BellSouth further demonstrates its compliance with this checklist item through its provision of:

1) line-side and trunk-side facilities;
2) basic switching functions;
3) vertical features;
4) customized routing;
5) shared trunk ports;
6) unbundled tandem switching;
7) usage information for billing exchange access; and
8) usage information for billing reciprocal compensation.

For these reasons, the FPSC should find BellSouth in compliance with checklist item 6.

Issue 8: Does BellSouth currently provide nondiscriminatory access to the following, pursuant to Section 271 (c) (2) (B) (vii) and applicable rules promulgated by the FCC:

(i) 911 and E911 services;

(ii) directory assistance services to allow other telecommunications carrier's customers to obtain telephone numbers; and

(iii) operator call completion services?

Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING CHECKLIST ITEM NO. 7?

A. Section 271(c)(2)(B)(vii) of the Act requires that a BOC provide nondiscriminatory access to (1) 911 and E911 services; (2) directory assistance services to allow the other carrier's customers to obtain telephone numbers; and (3) operator call completion services.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. FCC Rule 51.217 applies to the components of checklist item 7 and states in relevant part that an ILEC that provides operator services, directory assistance services or directory listings to its customers shall permit competing providers to have nondiscriminatory access to those services or features with no unreasonable dialing delays.

Additionally, in its Local Competition First Report and Order[15], the FCC determined that, for access to 911/E911 services, access to directory assistance, and access to operator call completion services, the ILEC shall provide nondiscriminatory access to switching capability, including customized routing functions. Paragraph 412 of this Order states that the features, functions and capabilities of the local switch include the same basic capabilities that are available to the ILEC's customers, such as access to 911, operator services and directory assistance. Footnote 914 in the Order further states "we also note that E911 and operator services are further unbundled from local switching."

In its UNE Remand Order, the FCC determined that ILECs need not provide access to their operator services and directory assistance services on an unbundled basis if the ILEC provides customized routing. The FCC, however, determined that all ILECs must continue to provide nondiscriminatory access to their operator services and directory assistance services pursuant to Section 251(b) of the Act. (¶¶ 441, 442).

In its Bell Atlantic New York Order, the FCC concluded that "[c]ompeting carriers may provide operator services and directory assistance by either reselling the BOC's services or by using their own personnel and facilities to provides these services." (¶ 353).

[15] *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996,* CC Docket No. 96-98, 11 FCC Rcd 15499 (1996) ("Local Competition First Report and Order")

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that "BellSouth again demonstrates that it is providing nondiscriminatory access to 911/E911 services, and thus satisfies the requirements of checklist item (vii)(I)." (¶ 236).

Regarding access to directory assistance and operator services, the FCC found that "BellSouth makes a *prima facie* showing that it has a concrete legal obligation to provide such access." (¶ 243). The FCC, however, found that "BellSouth failed to show that it provides nondiscriminatory access: (1) to BellSouth-supplied operator services and directory assistance; and (2) to the directory listings in its directory assistance databases." (*Id*).

The FCC concluded that although BellSouth submitted performance data demonstrating nondiscriminatory access, "BellSouth has not separated the performance data between itself and competing carriers. It may be that such disaggregation is either not technically feasible or unnecessary given the method by which competing carriers' customers access BellSouth's operator services and directory assistance." (*Id.* at ¶ 245). Finally, the FCC concluded that "[i]n any future application, if BellSouth seeks to rely on such performance data to demonstrate compliance, it should either disaggregate the data or explain why disaggregation is not feasible or is unnecessary to show nondiscrimination." (*Id*).

Q. HAS BELLSOUTH ADDRESSED THE FCC'S CONCERNS?

A. Yes. With respect to nondiscriminatory access to Directory Assistance and Operator Services, Mr. Milner explains in his testimony why performance data regarding such access does not need to be disaggregated between wholesale and retail. In addition, Mr. Milner explains BellSouth's provision of customized routing and discusses the different branding options available to ALECs.

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that BellSouth provides nondiscriminatory access to 911/E911, and operator call completion services as long as customized routing is available. (p. 113). It concluded, however, that BellSouth was not providing all directory listings to requesting carriers at the time because BellSouth was not giving out ALEC or Independent Company ("ICO") customer information without permission from the ALEC or ICO because of agreements BellSouth had entered into with them. For this reason, the FPSC found that BellSouth was not in compliance with sub-item 2, of checklist item 7. (pp. 117-119).

Q. HAS BELLSOUTH ADDRESSED THE ISSUE IDENTIFIED BY THE FPSC?

A. Yes. BellSouth makes all information contained in BellSouth's listing database for its own end users, ALECs' end users, and ICO's end users available to ALECs in the same manner as it is available to BellSouth.

Q. HOW DOES BELLSOUTH COMPLY WITH CHECKLIST ITEM NO. 7 WITH RESPECT TO OFFERINGS FOR DIRECTORY ASSISTANCE SERVICES?

A. BellSouth's DA service is available on a nondiscriminatory basis to ALECs providing local exchange service to end user customers in exchanges served by BellSouth. ALECs can provide their end users with the same access to BellSouth's DA service using the same 411 dialing pattern as BellSouth provides its retail customers. BellSouth includes ALECs' listings in BellSouth's DA databases. When an ALEC, that is reselling BellSouth service, desires to establish a local telephone line with the provisioning of DA, the service is provided in the same time and manner as is done for BellSouth retail customers under BellSouth's retail tariffs. BellSouth will make the telephone numbers of subscribers of facilities-based ALECs available for Intercept Service and will also include those subscribers' line numbers and calling card numbers in BellSouth's Line Information Database ("LIDB"). The testimony of Mr. Milner and the affidavit of Mr. Doug Coutee, attached to Mr. Milner's testimony, discuss BellSouth's directory assistance offering in more detail and demonstrate BellSouth's compliance with this checklist item.

Q. AT WHAT RATES DOES BELLSOUTH PROVIDE ACCESS TO ITS DIRECTORY ASSISTANCE SERVICES?

BellSouth's Directory Assistance Services rates are provided in BellSouth's General Subscriber Service Tariff ("GSST") and through negotiated agreements.

Q. HOW DOES BELLSOUTH COMPLY WITH CHECKLIST ITEM NO. 7 WITH RESPECT TO OFFERINGS FOR OPERATOR CALL COMPLETION SERVICES?

A. BellSouth provides ALECs and their subscribers nondiscriminatory access to operator services pursuant to Section 251(b)(3) of the Act. BellSouth's call processing includes: Call Assistance and Call Completion services; Alternate Billing Services such as third number, calling card, and collect; verification and interruption of a busy line; and operator transfer service. Facilities-based ALECs can obtain access to BellSouth's operator call processing by connecting their point of interface via a trunk group to BellSouth's operator services system. Mr. Milner's testimony and Mr. Coutee's affidavit provide additional detail regarding BellSouth's operator services offering.

Q. AT WHAT RATES DOES BELLSOUTH PROVIDE ACCESS TO ITS OPERATOR SERVICES?

A. BellSouth's Operator Services rates are provided in BellSouth's tariffs and through negotiated agreements.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth offers through its agreements, and through its SGAT, nondiscriminatory access to its 911 and E911 services, directory assistance services and operator call completion service. Such access is provided in compliance with the Act, and conforms to the FPSC's and the FCC's requirements. See Exhibit CKC-3 for agreement and SGAT references.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 7?

A. BellSouth requests that the FPSC find that BellSouth, as demonstrated by BellSouth's filings in this proceeding, the KPMG 3PT, and KPMG's Commercial Data Review, is in compliance with checklist item 7. BellSouth's actions and performance are consistent with its previous showing. BellSouth provides nondiscriminatory access to its 911/E911, directory assistance, and operator call completion services. For these reasons, the FPSC should find BellSouth in compliance with checklist item 7.

Issue 9: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the Commission found that BellSouth met the requirements of Section 271 (c) (2) (B)

(viii) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. Does BellSouth currently provide white pages directory listings for customers of other telecommunications carrier's telephone exchange service, pursuant to Section 271 (c) (2) (B) (viii) and applicable rules promulgated by the FCC?

Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING CHECKLIST ITEM NO. 8?

A. Section 271(c)(2)(B)(viii) of the Act requires that a BOC provide or generally offer to other telecommunications carriers access or interconnection to "[w]hite pages directory listings for customers of the other carrier's telephone exchange service."

Section 222(f)(3)(A) and (B) of the Act defines subscriber list information as any information "(A) identifying the listed names of subscribers of a carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combinations of such listed names, numbers, addresses, or classifications; and (B) that the carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format."

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. In the Bell Atlantic New York Order, the FCC concluded that in order to satisfy the requirements of this checklist item, a BOC must demonstrate that it is providing for customers of competitive LECS white pages directory listings that are nondiscriminatory in appearance and integration. Additionally, these listings must have the same accuracy and reliability that the BOC provides for its own customers. (¶ 360; SWBT Order-TX, ¶ 354; SWBT Order-KS/OK, ¶ 246).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that BellSouth had demonstrated that it provides white pages directory listings for customers of ALEC's telephone exchange service, and for that reason satisfied the requirements of checklist item 8. (¶ 253). The FCC further concluded that BellSouth's SGAT and agreements provide a concrete and legal obligation to provide white pages listings to competitors' customers. (¶ 254). Finally, the FCC found that for a BOC to be in compliance with this checklist item, the BOC must provide white pages directory listings for a competing carriers' customers with the same accuracy and reliability that it provides to its own customers, "and that BellSouth has submitted sufficient evidence to demonstrate that it is satisfying this requirement." (¶ 257).

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED REGARDING THIS

CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that "BellSouth has provided, and can generally offer, white page directory listings for customers of other carriers' telephone exchange service." (p. 124). The FPSC concluded that BellSouth is providing nondiscriminatory access to white page directory listing in accordance with the Act and FCC rules. (*Id.*).

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth offers through its agreements, as well as its SGAT, white pages listings (subscriber name, address, and telephone number) for customers of ALECs. See Exhibit CKC-3 for agreement and SGAT references.

Q. HOW DOES BELLSOUTH PRICE WHITE PAGES LISTINGS?

A. As evidenced by BellSouth's agreements and SGAT, BellSouth provides in the white pages, free of charge, the primary listing information, in standard format, for customers of resellers or facilities-based carriers. Additional and option listings are available at rates set out in BellSouth's GSST. If these services are being resold, the state-established wholesale discount applies. BellSouth also includes and maintains ALEC subscriber listings in BellSouth's directory assistance database free of charge. The testimony of Mr. Milner, and the affidavit of Mr. Rook Baretto, attached to Mr. Milner's testimony, discuss

BellSouth's white pages listings offering in more detail.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 8?

A. The FCC and the FPSC previously found BellSouth to be in compliance with this checklist item. BellSouth provides ALECs with white pages directory listings at terms and conditions that are the same in Florida as those found to be compliant by the FCC in Louisiana. BellSouth's actions and performance are consistent with its previous showing, and nothing material changed since 1998 that should cause this Commission to reach a different conclusion than the FCC reached in its Louisiana II Order or than this Commission reached in its 1997 Order. For these reasons, BellSouth requests that the FPSC again find BellSouth compliant with checklist item 8.

Issue 10: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the Commission found that BellSouth met the requirements of Section 271 (c) (2) (B) (ix) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. Does BellSouth currently provide nondiscriminatory access to telephone numbers for assignment to the other telecommunications carrier's telephone exchange service customers, pursuant to Section 271 (c) (2) (B) (ix) and applicable rules promulgated by the FCC?

Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING CHECKLIST ITEM NO 9?

A. Section 271(c)(2)(B)(ix) of the Act provides that, until the date by which telecommunications numbering administration guidelines, plans or rules are established, ILECs must provide nondiscriminatory access to telephone numbers for assignment to the other carrier's telephone exchange service customers.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. In its Bell Atlantic New York Order, the FCC restated its previous designation of NeuStar, Inc. ("NeuStar") as the North American Numbering Plan Administrator ("NANPA") and maintained that a BOC cannot assign telephone numbers to itself or to ALECs. Further, the FCC concluded that a BOC must demonstrate that it adheres to these industry numbering administration guidelines, and the FCC's rules, including accurate reporting of data, to be compliant with this checklist item. (¶ 363; and SWBT-TX, ¶ 360).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that "BellSouth demonstrates that it has provided nondiscriminatory access to telephone numbers for assignment to other carriers' telephone exchange customers, and thus BellSouth has satisfied the requirements of Checklist Item (ix)." (¶ 262).

Q. WHAT DID THE FPSC PREVIOUSLY RULE REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that BellSouth, as the numbering administrator for its territory, ensured that ALECs were provided nondiscriminatory access to telephone numbers for assignment to their customers, and thus concluded that BellSouth had met this checklist item (p. 126). Additionally, the FPSC also found that the proposed SGAT would be sufficient to satisfy checklist item 9. (pp. 126, 127).

Q. HAS ANYTHING CHANGED SINCE THE FCC'S AND FPSC'S FINDINGS WERE MADE?

Yes. At the time the FCC and the FPSC found BellSouth to be in compliance with checklist item 9, BellSouth was the code administrator for its region for central office code assignment and Numbering Plan Administration. However, during February 1998 Lockheed-Martin assumed all NANPA functions. Subsequently, on November 17, 1999, NeuStar assumed all NANPA responsibilities when the FCC approved the transfer of Lockheed-Martin's Communication Industry Service division to NeuStar. The testimony of Mr. Milner explains, in more detail, the evolution of the code administrator responsibility and the ultimate transition from BellSouth to NeuStar.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth offers through its agreements, as well as its SGAT, nondiscriminatory access to telephone numbers. See Exhibit CKC-3 for interconnection agreement and SGAT references.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 9?

A. The FCC and the FPSC previously found BellSouth to be in compliance with this checklist item. BellSouth adheres to industry guidelines and complies with FCC rules adopted pursuant to Section 251(e) of the Act. For these reasons, BellSouth requests that the FPSC again find BellSouth compliant with checklist item 9.

Issue 11: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the Commission found that BellSouth met the requirements of Section 271 (c) (2) (B) (x) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. Does BellSouth currently provide nondiscriminatory access to databases and associated signaling necessary for call routing and completion, pursuant Section 271 (c) (2) (B) (x) and applicable rules promulgated by the FCC?

Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING CHECKLIST ITEM NO. 10?

A. Section 271(c)(2)(B)(x) provides that an ILEC must offer nondiscriminatory access to databases and associated signaling necessary for call routing and completion. Databases and associated signaling refer to call-related databases and signaling systems that are used for billing and collection or for the transmission, or other provision, of a telecommunications service.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. FCC Rule 51.319(e) requires that an ILEC provide ALECs with nondiscriminatory access to signaling networks and call-related databases. When a requesting carrier purchases unbundled switching, the ILEC must provide access to its signaling network from that switch in the same manner in which the ILEC obtains such access. For a carrier that has its own switching facilities, the ILEC will provide access to the ILEC's signaling network for each of the carrier's switches in the same manner the ILEC connects one of its own switches. For query and database response, the ILEC will provide access to its call-related databases by means of physical access.

In its UNE Remand Order, the FCC clarified that the definition of call-related databases "includes, but is not limited to, the calling name ("CNAM") database, as well as the 911, and E911 databases." (¶ 403).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING

BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that BellSouth demonstrated that it is providing nondiscriminatory access to databases and associated signaling necessary for call routing and completion and thus satisfies the requirements of checklist item 10. (¶ 267).

Q. WHAT DID THE FPSC PREVIOUSLY RULE REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that BellSouth had met the requirements of this checklist item. (pp. 138-139).

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth's agreements, as well as its SGAT, provide for nondiscriminatory access to BellSouth's signaling networks and call-related databases used for call routing and completion. See Exhibit CKC-3 for interconnection agreement and SGAT references.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 10?

A. The FCC and the FPSC previously found BellSouth to be in compliance with this checklist item. As discussed in detail in Mr. Milner's testimony, BellSouth provides ALECs with nondiscriminatory access to databases and associated signaling at terms and conditions that are the same in Florida as those found to be compliant by the FCC in Louisiana. BellSouth's actions and performance are consistent with its previous showing, and nothing material has changed since 1998 that should cause this Commission to reach a different conclusion than the FCC reached in its Louisiana II Order or than this Commission reached in 1997. For these reasons, BellSouth requests that this Commission again find BellSouth compliant with checklist item 10.

Issue 12: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the Commission found that BellSouth met the requirements of Section 271 (c) (2) (B) (xi) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. Does BellSouth currently provide number portability, pursuant to Section 271 (c) (2) (B) (xi) and applicable rules promulgated by the FCC?

Q. WHAT IS NUMBER PORTABILITY AS COVERED BY CHECKLIST ITEM NO. 11?

A. Number portability is a service arrangement that allows end user customers to retain, at the same location (or a nearby location that is served by the same BellSouth central office), their existing telephone numbers when switching from one telecommunications carrier to another facilities-based telecommunications carrier.

Q. WHAT ARE THE REQUIREMENTS OF THE ACT WITH RESPECT TO CHECKLIST ITEM NO. 11?

A. Section 271(c)(2)(B)(xi) of the Act requires that BOCs provide interim number portability ("INP") "[u]ntil the date by which the Commission [FCC] issues regulations pursuant to Section 251 to require [permanent] number portability..." and "[a]fter that date, full compliance with such regulations." Section 251(b)(2) of the Act lists number portability as an obligation of all LECs. As a LEC, BellSouth has the duty to provide, to the extent technically feasible, number portability according to requirements prescribed by the FCC. The Act requires that number portability be provided without impairing quality, reliability, or convenience for the customer.

Q. WHAT ARE THE FCC RULES AND REQUIREMENTS WITH REGARD TO NUMBER PORTABILITY?

A. The FCC issued regulations regarding number portability on July 2, 1996.[16] FCC Rule 52.27 provides for the deployment of transitional measures for number portability. FCC Rule 52.23 provides for the deployment of long-term database methods for number portability by LECs, referred to as permanent local number portability ("LNP"). LNP must support network services, features and capabilities existing at the time number portability is implemented. LNP must efficiently use number resources and may not require end users to change

[16] *First Report and Order and Further Notice of Proposed Rulemaking*, CC Docket No. 95-116, ("First Number Portability Order") issued July 2, 1996.

their phone numbers or telecommunications carriers to rely on databases or other network facilities or services provided by other telecommunications carriers to route calls to the terminating destination. In addition, service quality and network reliability should be maintained when number portability is implemented and when customers switch carriers.

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that BellSouth failed to provide persuasive evidence that it meets this requirement. (¶ 276). The FCC found that more detailed performance data is required to demonstrate that BellSouth coordinates the provisioning of interim number portability with the provisioning of unbundled loops. (¶ 283).

The FCC also found that "BellSouth is engaging in, and the Louisiana Commission has approved, practices that may not comply with the FCC's pricing rules and competitive neutrality guidelines, such as assessing all the incremental costs of interim number portability on the competitive LEC, and not sharing the terminating access revenue from calls to ported numbers." (Louisiana II Order, at ¶ 289).

In its Louisiana II Order, the FCC referenced its *Third Number Portability Order*, that instituted rules to allow an ILEC to recover its permanent LNP costs in two federally tariffed charges: 1) a monthly end-user charge to take effect no

earlier than February 1, 1999, that lasts no longer than five years, and 2) an inter-carrier charge for query-services that ILECs provide other carriers. The FCC found that, "BellSouth has recently filed its long-term number portability query tariff, which is the subject of a pending Commission tariff investigation, and any end-user charge it tariffs with the Commission will take effect no earlier than February 1999." (¶ 294).

Finally, the FCC concluded that in any future application for in-region interLATA authority under Section 271, BellSouth must demonstrate that it is complying with the FCC's rules on the pricing of long-term number portability. (Louisiana II Order, at ¶ 294).

Q. HAS BELLSOUTH ADDRESSED THE FCC'S CONCERNS?

A. Yes. In accordance with the FCC's Third Number Portability Order,[17] BellSouth has an approved tariff for the end user line charge and the query charge. KPMG's 3PT and Commercial Data Review will demonstrate nondiscriminatory provisioning and coordination of LNP, and unbundled loop requests. The testimony of Mr. Milner, and the affidavit of Mr. Davis, attached to Mr. Milner's testimony, provide more detail on BellSouth's compliance with this checklist item.

[17] *Third Report and Order in* CC Docket No. 95-116 ("Third Number Portability Order"), Issued May 12, 1998.

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED WITH REGARD TO BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM NO. 11?

A. In its 1997 Order, the FPSC found that BellSouth had met the requirements of checklist item 11. (p. 145).

Q. WHAT HAS CHANGED SINCE THE 1997 ORDER?

A. The FCC has mandated that BellSouth and all facilities-based ALECs implement LNP in designated MSAs in the BellSouth region. Implementation was completed in BellSouth's share of the top 100 MSAs by December 31, 1998. BellSouth has successfully completed the required deployment of LNP for Phase I-IV for the top 21 MSAs within the BellSouth territory. To allow for an orderly scheduling and deployment of LNP in offices outside the top 21 MSAs, BellSouth developed an LNP deployment schedule, pursuant to which the remaining MSAs within each state were prioritized by size, with the largest MSA in each state scheduled for LNP implementation first and the smallest last. The final schedule, with ALEC approval, was published on April 12, 1999. BellSouth followed this schedule and by March 31, 2000, 100% of BellSouth switches in Florida were LNP capable. Additional details regarding BellSouth's implementation of LNP can be found in the testimony of Mr. Milner and the affidavit of Mr. Dennis Davis, attached to Mr. Milner's testimony.

Q. WHAT ARE THE FCC'S REQUIREMENTS REGARDING CONVERSION FROM INP TO LNP?

A. In its Second Number Portability Order[18] (¶ 16) and in Rule 47 CFR 52.27(d), the FCC states, "LECs must discontinue using transitional number portability methods in areas where a long-term number portability method has been implemented." This statement was in response to concerns expressed by GTE that ALECs might want to continue using interim LNP, even after permanent LNP is available (Id., ¶ 15). The FCC made it clear that all telecommunications service providers must convert to permanent LNP, once available.

Q. WAS THERE A TRANSITION PERIOD FOR CONVERSION FROM INP TO LNP?

A. Yes. Through industry committees, agreement was reached between BellSouth and participating ALECs that all interim number portability arrangements in the original 100 MSAs would be targeted to convert to permanent number portability within 90 days after the end date for LNP in a given MSA. This conversion period was subsequently extended to 120 days to provide ALECs additional time to convert from INP to LNP.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

[18] *Second Memorandum Opinion and Order on Reconsideration in* CC Docket 95-116 ("Second Number Portability Order"), issued October 20, 1998.

A. BellSouth's interconnection agreements and SGAT describe BellSouth's provisioning of number portability. See Exhibit CKC-3 for interconnection agreement and SGAT references.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 11?

A. BellSouth requests that the FPSC find that BellSouth, as demonstrated by BellSouth's filings in this proceeding, the KPMG 3PT, and KPMG's Commercial Data Review, is in compliance with checklist item 11. BellSouth provides INP and LNP consistent with the Act and the FCC's regulations. Additionally, BellSouth has an approved tariff for the end user line charge and the query charges. Therefore, the FPSC should again find BellSouth in compliance with checklist item 11.

Issue 13: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the Commission found that BellSouth met the requirements of Section 271 (c) (2) (B) (xii) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. Does BellSouth currently provide nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of Section 271 (c) (2) (B) (xii) and applicable rules promulgated by the FCC?

Q. WHAT ARE THE REQUIREMENTS OF THE ACT WITH REGARD TO LOCAL DIALING PARITY?

A. Section 251(b)(3) of the Act addresses the responsibility of the ILEC to provide dialing parity by defining it as, "[t]he duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays."

Q. WHAT ARE THE FCC RULES REGARDING LOCAL DIALING PARITY?

A. FCC Rule 51.205 requires a LEC to provide local dialing parity to competing providers with no unreasonable dialing delays. Dialing parity shall be provided for all services that require dialing to route a call. Rule 51.207 states that a LEC shall permit telephone exchange service customers within a local calling area to dial the same number of digits to make a local call, notwithstanding the identity of the customer's or the called party's telecommunications service provider.

In its Bell Atlantic New York Order, the FCC concluded that, "[c]ustomers of competing carriers must be able to dial the same number of digits the BOC's customers dial to complete a local telephone call. Moreover, customers of competing carriers must not otherwise suffer inferior quality service, such as unreasonable dialing delays, compared to the BOC's customers." (¶ 373; *see also* SWBT Order-TX, ¶ 374).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that BellSouth demonstrated that "it provides nondiscriminatory access to such services as are necessary to allow a requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3), and thus satisfies the requirements of checklist item (xii)." (¶ 296).

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that BellSouth has provided local dialing parity in compliance with this checklist item. (p. 148).

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. BellSouth's interconnection agreements, as well as its SGAT, provide for local dialing parity. See Exhibit CKC-3 for interconnection agreement and SGAT references. There is no charge for local dialing parity beyond the charges for the facilities and services otherwise used by the ALEC.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 12?

A. The FCC and the FPSC previously found BellSouth to be in compliance with this checklist item. BellSouth provides dialing parity to ALECs in Florida on terms and conditions that are the same for Florida as those found to be compliant by the FCC in Louisiana. BellSouth's actions and performance are consistent with its previous showing, and nothing material has changed since 1998 that should cause this Commission to reach a different conclusion than the FCC reached in its Louisiana II Order or than the FPSC reached in 1997. For these reasons, BellSouth requests that the FPSC again find BellSouth compliant with checklist item 12.

Issue 14: In Order PSC-97-1459-FOF-TL, issued November 19, 1997, the Commission found that BellSouth met the requirements of Section 271 (c) (2) (B) (xiii) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996. Does BellSouth currently provide reciprocal compensation arrangements in accordance with the requirements of Section 252 (d) (2) of the Telecommunications Act of 1996, pursuant to Section 271 (c) (2) (B) (xiii) and applicable rules promulgated by the FCC?

Q. WHAT DOES THE ACT REQUIRE WITH RESPECT TO RECIPROCAL COMPENSATION?

A. Section 251(b)(5) of the Act requires local exchange carriers to enter into reciprocal compensation arrangements for the transport and termination of telecommunications. Section 252(d)(2) of the Act establishes a standard for

just and reasonable prices for reciprocal compensation such that each carrier receives mutual and reciprocal recovery of costs associated with the transport and termination on each carrier's facilities of calls that originate on the network facilities of the other carrier. The rates shall be set on the basis of a reasonable approximation of the additional costs of terminating such calls.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. Reciprocal compensation applies to telecommunications traffic, which is defined by the FCC in its April 27, 2001 Order as:[19]

> (1) Telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a Commercial Mobile Radio Service ("CMRS") provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access (see FCC 01-131, paras. 34, 36, 39, 42-43); or
>
> (2) Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) of this chapter. [Amended FCC Rule 51.701(b)(1) and (2)].

[19] *Order on Remand and Report and Order in the matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic*, CC Dockets 96-98 and 99-68, released April 27, 2001, ("Intercarrier Compensation Order").

Amended FCC Rule 51.701(e) defines a reciprocal compensation arrangement as "one in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier."

In the Bell Atlantic New York Order, the FCC found that Bell Atlantic was in compliance with this checklist item because "it (1) has reciprocal compensation arrangements in accordance with section 252(d)(2) in place, and (2) is making all required payments in a timely fashion." (¶ 376).

Q. HOW HAS THE FCC ADDRESSED THE EFFECT THAT A CARRIER's POSITION CONCERNING PAYMENT OF RECIPROCAL COMPENSATION ON INTERNET-BOUND TRAFFIC HAS ON ITS COMPLIANCE WITH THIS CHECKLIST REQUIREMENT?

A. The FCC has been clear that intercarrier compensation for traffic bound for Internet Service Providers ("ISPs") is not relevant to demonstrating compliance with this checklist item. For example, in its Bell Atlantic New York Order, the FCC noted that "[i]nter-carrier compensation for ISP-bound traffic, however, is not governed by section 251(b)(5), and, therefore, is not a checklist item." (¶ 377).

Further, in its SWBT Order-TX, the FCC, in addressing Allegiance's concerns

regarding inter-carrier compensation for ISP-bound traffic, concluded that "[b]ecause Allegiance does not allege that SWBT fails this checklist item, and also because this issue i[s] before us again due to the court's remand, we do not address it in the context of a 271 application." (¶ 386).

Also in its SWBT Order-KS/OK, the FCC once again confirmed its prior position regarding reciprocal compensation for ISP-bound traffic. The FCC stated that "[u]nder a prior Commission order, ISP-bound traffic is not subject to the reciprocal compensation provisions of section 251(b)(5) and 252(d)(2); therefore, as we stated in our *Bell Atlantic New York Order*, whether a carrier pays such compensation is irrelevant to checklist item 13." (¶ 251).

Finally, as determined by the FCC in its Intercarrier Compensation Order, intercarrier compensation for traffic delivered to enhanced service providers (which includes traffic delivered to Internet Service Providers), is not subject to the reciprocal compensation provisions of section 251(b)(5). BellSouth will treat such traffic consistent with the requirements for compensation set forth in the Intercarrier Compensation Order.

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC found that BellSouth demonstrated that it (1) has reciprocal compensation arrangements in accordance with section

252(d)(2) in place, and (2) is making all required payments in a timely fashion. (¶ 299).

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that BellSouth was in compliance with this checklist item. (p. 151). The Commission noted that BellSouth's reciprocal compensation arrangements for the transport and termination of local traffic was being carried out in accordance with the requirements of the Act.

Q. IS THE FPSC ADDRESSING THE TOPIC OF RECIPROCAL COMPENSATION?

A. Yes. FPSC Docket No. 000075-TP was established to address the appropriate method to compensate carriers for exchange of traffic pursuant to Section 251 of the Act. BellSouth filed testimony on December 1, 2000, with rebuttal testimony filed on January 10, 2001. A hearing was conducted March 7-9, 2001 where Phase I of the issues (ISP-bound traffic) were heard. A Phase II hearing is scheduled for July and will address the remaining generic issues dealing with reciprocal compensation.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. Reciprocal compensation arrangements are provided for in BellSouth's interconnection agreements, as well as through its SGAT. See Exhibit CKC-3 for interconnection agreement and SGAT references.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 13?

A. The FCC and the FPSC previously found BellSouth to be in compliance with this checklist item. BellSouth provides reciprocal compensation arrangements to ALECs in Florida at terms and conditions that are the same as those found to be compliant by the FCC in Louisiana. BellSouth's actions and performance are consistent with its previous showing, and nothing material has changed since 1998 that should cause this Commission to reach a different conclusion than the FCC reached in its Louisiana II Order or than this Commission reached in 1997. For these reasons, BellSouth requests that the FPSC again find BellSouth compliant with checklist item 13.

Issue 15: Does BellSouth currently provide telecommunications services available for resale in accordance with the requirements of Sections 251 (c) (4) and 252 (d) (3) of the Telecommunications Act of 1996, purusant to Section 271 (c) (2) (B) (xiv) and applicable rules promulgated by the FCC?

Q. WHAT DOES THE ACT REQUIRE WITH RESPECT TO RESALE?

A. Section 251(c)(4) of the Act describes the duty of an ILEC to offer telecommunications services for resale at wholesale rates and not to prohibit or impose unreasonable or discriminatory conditions or limitations on such resold services. A State Commission, however, can prohibit an ALEC from reselling a service to one category of subscribers that is available at retail to a different category of subscribers. An example is the prohibition against reselling residential basic local exchange service to business customers at the lower residential rate.

Section 252(d)(3) of the Act describes the pricing standard for resold services. The Act describes an "avoided cost" standard such that wholesale rates are determined on the basis of retail rates excluding that portion of marketing, billing, collection and other costs that will be avoided by the local exchange carrier.

Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. In its Bell Atlantic New York Order, the FCC reiterated its conclusions from the Local Competition First Report and Order, stating that "[m]ost significantly, resale restrictions are presumed to be unreasonable unless the LEC 'proves to the state commission that the restriction is reasonable and nondiscriminatory.'" (¶ 379).

In its SWBT Order-TX, the FCC found SWBT to be in compliance with this checklist item because it commits to making its retail services, including customer specific arrangements, available to competing carriers at wholesale rates. (¶ 388). Moreover, according to the FCC, SWBT made such services available to ALECs "without unreasonable or discriminatory conditions or limitations," meaning that SWBT offers ALECs services identical to the services it provides to its retail customers for resale and permits the ALEC to resell those services to the same customer groups in the same manner. (¶ 389).

In its SWBT Order-KS/OK, the FCC addressed commenters' claims that the FCC should allow customers in long-term contracts to switch to competing carriers without termination liabilities. The FCC confirmed, "in the *Bell Atlantic New York Order* and the *SWBT Texas Order*, we determined that although termination liabilities could, in certain circumstances, be unreasonable or anticompetitive, they do not on their face cause a carrier to fail checklist item 14." (¶ 253). Indeed, in its UNE Remand Order, the FCC stated that "any substitution of unbundled network elements for special access would require the requesting carrier to pay any appropriate termination penalties required under volume or term contracts." (footnote 985).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

A. In its Louisiana II Order, the FCC concluded that, "but for deficiencies in its OSS systems described above, BellSouth demonstrates that it makes

telecommunication services available for resale in accordance with sections 251(c)(4) and 252(d)(3). Thus, but for these [OSS] deficiencies, BellSouth satisfies the requirements of checklist item (xiv)." (¶ 309).

Q. HOW HAS BELLSOUTH ADDRESSED THE FCC'S CONCERNS?

A. As I previously discussed, nondiscriminatory access to OSS for resale will be addressed in KPMG's 3PT and Commercial Data Review.

Q. WHAT HAS THE FPSC PREVIOUSLY DETERMINED REGARDING THIS CHECKLIST ITEM?

A. In its 1997 Order, the FPSC found that BellSouth had not met the requirements of this checklist item. (pp. 175-176). The major area of concern pertained to BellSouth's OSS and performance measurements. As I discussed previously, BellSouth appropriately is relying on the extensive commercial usage of its OSS, as well as the KPMG 3PT when necessary, to address its compliance with this checklist item.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE THIS CHECKLIST ITEM?

A. Through BellSouth's agreements and SGAT, BellSouth offers its tariffed retail telecommunications services to other telecommunications carriers for resale to their end user customers. An ALEC may resell BellSouth's tariffed retail

telecommunications services subject to the terms and conditions specifically set forth in approved agreements and in BellSouth's SGAT. See Exhibit CKC-3 for agreement and SGAT references.

The following specific terms and conditions are contained in BellSouth's agreements and SGAT and apply to the resale of certain services:

(1) A reseller of BellSouth's retail services is prohibited from cross-class selling. For example, residential service may not be resold to business customers.

(2) BellSouth offers for resale its promotions of 90 days or more at the promotional rate less the FPSC-approved wholesale discount. Promotions of less than 90 days are not available at the wholesale discount.

(3) Grandfathered services may be resold only to subscribers who have already been grandfathered. Grandfathered services may not be resold to a different group or a new group of subscribers.

(4) LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.

(5) Contract service arrangements ("CSAs") may be resold to the specific BellSouth end user for whom the CSA was constructed or to similarly situated end users. End users are similarly situated if their quantity of use and time of use, and the manner and costs of service are the same. If a reseller assumes all of the terms and conditions of a CSA, no termination charges will apply upon the assumption of the CSA.

(6) N11/911/E911 services, including state specific discount plans, are available for resale. BellSouth provides 911/E911 service to ALECs for resale in the same manner that it is provided in BellSouth's retail tariffs.

Q. WHAT WHOLESALE DISCOUNT RATES DOES BELLSOUTH APPLY TO ITS RETAIL SERVICES?

A. In Attachment 1 of its agreements and in Attachment H of its SGAT, (*see* Exhibit CKC-5), BellSouth offers the FPSC-approved wholesale discount of 21.83 % for residential services and 16.81% for business services in Florida. Discount rates apply to all tariffed recurring and non-recurring and local and intraLATA toll retail (telecommunications) offerings except as discussed previously.

Q. WHAT DOES BELLSOUTH REQUEST OF THE FPSC IN REGARD TO CHECKLIST ITEM NO. 14?

A. BellSouth requests that the FPSC find that BellSouth, as demonstrated by BellSouth's filings in this proceeding, the KPMG 3PT, and KPMG's Commercial Data Review, is in compliance with checklist item 14. BellSouth provides ALECs with access to its telecommunications services for resale at wholesale rates and does not impose unreasonable or discriminatory conditions or limitations on the services. As such, ALECs are able to resell the same services that BellSouth provides to its own retail customers. For these reasons, the FPSC should find BellSouth in compliance with checklist item 14.

Issue 16: By what date does BellSouth propose to provide intraLATA toll dialing parity throughout Florida pursuant to Section 271 (e) (2) (A) of the Telecommunications Act of 1996?

Q. DOES BELLSOUTH PROVIDE INTRALATA TOLL DIALING PARITY THROUGHOUT FLORIDA?

A. Yes. On February 13, 1995, the FPSC issued Order No. PSC-02-03-FOF-TP, in Docket No. 930330-TP, that ordered BellSouth to provide 1+ intraLATA presubscription by the end of 1997. As stated in the FPSC's 1997 Order, BellSouth's witness Mr. Alphonso Varner testified that, "BellSouth has been providing 1+ intraLATA toll presubscription in all of its end offices since the end of March 1997." (p. 187). The FPSC agreed and ordered, "[a]ccordingly, we find that BellSouth has the met the requirements of Section 271 (e) (2) (A) of the Act." (*Id.*). Therefore, the 1997 record demonstrates that BellSouth has been providing intraLATA toll dialing parity throughout Florida since 1997.

Issue 17: If the answers to issues 2 through 15 are "yes", have those requirements been met in a single agreement or through a combination of agreements?

Q. DOES THE ACT ALLOW BELLSOUTH TO COMPLY WITH THE FOURTEEN-POINT COMPETITIVE CHECKLIST THROUGH ITS AGREEMENTS AND/OR ITS SGAT?

A. Yes. BellSouth may demonstrate compliance with the checklist through agreements approved by the FPSC or through an SGAT approved by the FPSC.

BellSouth can show checklist compliance through a single interconnection agreement with a new entrant that offers facilities-based local exchange service to both residential and business customers. BellSouth also can combine multiple agreements, which collectively cover the fourteen-point checklist. In addition, the FCC's interpretation of Section 271(d)(3) provides that a combination of agreements in conjunction with the SGAT can be used to meet the checklist requirements.

Q. BY WHAT MEANS CAN AN ALEC OBTAIN UNES, INTERCONNECTION AND RESALE FROM BELLSOUTH?

A. There are several options available to an ALEC that wishes to interconnect with BellSouth for resale or for access to UNEs. An ALEC may obtain services via BellSouth's SGAT. An ALEC may choose to adopt another

ALEC's Commission approved agreement in its entirety. An ALEC may choose to negotiate specific terms and conditions for certain functions. Finally, BellSouth makes available to ALECs specific provisions of agreements with other telecommunications carriers as required under Section 252(i) of the Act.

In accordance with the FCC's Rule 51.809, BellSouth, through its Most Favored Nations ("MFN") clause (also known as "pick and choose"), makes available to ALECs any individual interconnection, service, or network element contained in any interconnection agreement it has negotiated or arbitrated with another party under the same rates, terms and conditions contained in that agreement. The ALEC must, however, also adopt any rates, terms, and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the portion of the agreement being adopted.

BellSouth is not obligated to provide this "pick and choose" option when it can demonstrate that the costs of providing the interconnection, service or element to a carrier are greater than the costs of providing it to the carrier that originally negotiated the agreement, or when provision of the interconnection, service or element to the requesting carrier is not technically feasible.

Further, BellSouth does not permit an ALEC to adopt an agreement that has less than six months remaining before the agreement is due to expire. BellSouth believes this policy is reasonable given the Act's requirement that a petition for arbitration of unresolved issues must be filed no more than 160

days after a request for negotiation is received. Should an ALEC adopt an agreement with less than six months remaining, there would not be adequate time in which to begin negotiations for a new agreement and to complete the Section 252 process before the agreement the ALEC wishes to adopt expires. BellSouth's policy is consistent with FCC Rule 51.809.

Q. PLEASE ADDRESS THE BFR PROCESS THAT BELLSOUTH PROVIDES IN ADDITION TO ITS AGREEMENTS AND SGAT.

A. To the extent a competitor desires access to a network element, interconnection option, or to the provisioning of any service or product for which specific contractual terms are not already available, the competitor may submit to BellSouth a written BFR. A BFR should identify specifically the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request so that BellSouth has sufficient information to analyze the request and prepare a response. The request should also identify whether it is made pursuant to the Act or solely pursuant to the needs of the ALEC's business plan. If BellSouth is not obligated under the Act to provide the requested element or service, BellSouth will first evaluate whether it will provide the requested capability. If BellSouth decides to offer the capability, the remainder of the Request Process period is used to identify and communicate the necessary requirements, including implementation schedule and price.

The BFR process establishes procedures and timeframes for requests so that each party fully understands the progress of each request. For example, the BFR process requires BellSouth to acknowledge in writing, within two business days, its receipt of the BFR, and further requires BellSouth to identify a single point of contact for that request. In most cases, BellSouth will provide a preliminary analysis of the request within 30 days of its receipt. Where this is not possible, BellSouth and the ALEC will agree upon a mutually acceptable date. As soon as feasible, but not more than 90 days after it is authorized by the ALEC to proceed with development of the BFR quote, BellSouth will provide the requesting ALEC a quote that will include at least a description of the item, its availability, the applicable rates and the installation intervals. The requesting party then has 30 days to notify BellSouth of its acceptance or rejection of the proposal.

The BFR process is described in Attachment B of BellSouth's SGAT, (*see* Exhibit CKC-5), and in BellSouth's negotiated agreements.

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION TO PROVIDE EACH OF THE ITEMS CONTAINED IN THE FOURTEEN-POINT COMPETITIVE CHECKLIST?

A. Each of the fourteen-point checklist items are provided for in BellSouth's agreements, as well as through its SGAT. See Exhibit CKC-3 for additional agreement and SGAT references.

PART V: SUMMARY AND CONCLUSION

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. In this testimony I have described BellSouth's compliance with the requirements of the Act, FCC and FPSC rules and with prior decisions regarding an ILEC's entry into the long distance market.

The FPSC has been a leader in forging aggressive rules for opening the local telecommunications market. The FPSC has pursued dockets to establish the rates, terms and conditions for new wholesale services, interconnection and unbundled network elements. BellSouth has satisfied the obligations imposed on it by Congress, the FCC, and the FPSC. BellSouth has negotiated agreements in good faith with its competitors to provide equitable local interconnection and wholesale services. BellSouth also makes its agreements and SGAT available to any competitor who wishes to enter the telecommunications market in Florida.

BellSouth has demonstrated that it has a concrete and specific legal obligation to furnish each of the items covered by the fourteen-point competitive checklist. Through FPSC-approved agreements, BellSouth is currently furnishing, or is ready to furnish, each checklist item in quantities that competitors may reasonably demand and at an acceptable level of quality. Competition in the local exchange telecommunications market in Florida is well established, broad-based and irreversible.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, this concludes my testimony.

(#347678)

CKC-1

GLOSSARY

GLOSSARY

ACRONYMN	DEFINITION
3PT	Third Party Test
ACNA	Access Customer Name Abbreviation
ADSL	Asymmetrical Digital Subscriber Line
ADUF	Access Daily Usage File
ALEC	Alternative Local Exchange Company
BFR	Bona-Fide Request
BOC	Bell Operating Company
CABS	Carrier Access Billing System
CIC	Carrier Identification Code
CMRS	Commercial Mobile Radio Service
CNAM	Calling Name Database
CSA	Contract Service Arrangements
DA	Directory Assistance
DLC	Digital Loop Carrier
DOJ	Department of Justice
DSLAM	Digital Subscriber Line Access Multiplexer
EELS	Enhanced Extended Links
EODUF	Enhanced Optional Daily Usage File
FCC	Federal Communications Commission
FPSC	Florida Public Service Commission
GSST	General Subscriber Service Tariff
HDSL	High-Bit-Rate Digital Subscriber Line

ACRONYMN	DEFINITION
ICO	Independent Company
IDLC	Integrated Digital Loop Carrier
ILEC	Incumbent Local Exchange Company
INP	Interim Number Portability
ISP	Internet Service Provider
IXC	Interexchange Carrier
LERG	Local Exchange Routing Guide
LIDB	Line Information Database
LNP	Local Number Portability
MDF	Main Distribution Frame
MFN	Most Favored Nations
MPB	Meet Point Billing
MSA	Metropolitan Statistical Area
MTP	Master Test Plan
NANPA	North American Numbering Plan Administrator
NARUC	National Association of Regulatory Utility Commissions
NID	Network Interface Device
NPA	Numbering Plan Area (a.k.a. Area Code)
NXX	Central Office Code (first 3 digits of a 7 digit telephone number)
OS	Operator Services
OSS	Operations Support Systems
PLU	Percent Local Usage
SGAT	Statement of Generally Available Terms and Conditions
TELRIC	Total Element Long Run Incremental Cost

ACRONYMN	DEFINITION
ULM	Unbundled Loop Modification
UNE	Unbundled Network Element
XDSL	"X" Digital Subscriber Line

CKC-2

BellSouth Proceedings
Before the Florida Public Service Commission

BellSouth Proceedings
Before the Florida Public Service Commission

The Florida Public Service Commission ("FPSC" or "Commission") began conducting proceedings impacting the development of local competition as early as 1995. The FPSC has taken its responsibilities under the 1996 Telecom Act seriously and has devoted enormous time and resources to implementing the Act's requirements in Florida. The FPSC has conducted proceedings on resale and unbundling, performance measurements, operations support systems, and LNP. In addition, the FPSC has conducted several extensive arbitrations, therein resolving other important issues regarding implementation of the Act. Following is a description of some of the key proceedings undertaken by this Commission.

1. **DOCKET 960786-TL: Consideration of BST's Entry into InterLATA Services Pursuant to Section 271 of the Federal Telecommunications Act of 96.**

   On June 28, 1996, the FPSC opened this docket to investigate issues surrounding BellSouth's application for authority to provide in-region interLATA service. In July 1997, BellSouth filed its Petition and supporting documentation that included a draft Statement of Generally Available Terms and Conditions (SGAT). Parties filed rebuttal on July 31, 1997. The FPSC conducted a hearing from September 2 thru 8, 1997. On September 18, 1997, BellSouth filed a final version of the SGAT with the FPSC.

The FPSC ruled on its Staff Recommendation on BellSouth's 271 filing on November 3, 1997. ***(Order PSC-97-1459-FOF-TL).*** The FPSC found BellSouth in compliance with nine items of the competitive checklist, specifically: (3) access to poles, ducts, conduits and right-of-way; (4) unbundled local loops; majority of (7) access to 911 and operator call completion; (8) white pages directory listings; (9) telephone number assignment; (10) databases and signaling; (11) number portability; (12) local dialing parity; and (13) reciprocal compensation. The FPSC also concluded that BellSouth had not met the requirements of checklist items: (1) local interconnection; (2) access to UNEs; (5) unbundled local transport; (6) local switching; part of (7) except directory listings; and (14) services for resale. Additionally, the FPSC stated that BellSouth should conduct an independent third-party verification of its operational support systems (OSS).

On January 11, 2000, the FPSC approved the Master Test Plan developed by KPMG for third party testing of BellSouth's OSS in Florida. The FPSC also approved KPMG as the Phase II test manager for conducting BellSouth's OSS testing. ***(Order PSC-00-0104-PAA-TP)***

On April 14, 2000, the FPSC issued a Consummating Order on Retail Analogs, Benchmarks, and Statistical Methodology to be used in the third-party OSS testing. At the November 28, 2000 Agenda, the FPSC approved revised interim

performance metrics, analogs and benchmarks. The final Order on performance metrics, analogs and benchmarks was issued on December 20, 2000. ***(Order PSC-00-2451-PAA-TP).***

2. Docket Nos. 981834-TP/960786-TL; Generic OSS Third Party Testing

On December 10, 1998, the Competitive Carriers filed a petition for Commission action to support local competition in BellSouth's service territory. The FPSC opened Docket No. 981834-TP in response to this petition.

On May 26, 1999, the FPSC issued ***Order No. PSC-99-1078-PCO-TP*** establishing a formal administrative hearing to address UNE pricing, including UNE combinations and deaveraged pricing of unbundled loops. The FPSC also directed that workshops on OSS issues be conducted concomitantly, in an effort to resolve OSS operational issues. Finally, the FPSC opened a formal administrative hearing to address collocation and access to loop issues, as well as costing and pricing issues.

On August 9, 1999, the FPSC issued an Order in Docket Nos. 981834-TP/960786-TL, on the Process for Third Party Testing ***(Order PSC-99-1568-PAA-TL)***. In this Order, the FPSC established two phases to the testing plan. In Phase I, a vendor would be hired to develop a comprehensive test plan to conduct an evaluation of BST's OSS and OSS interface systems used to provide

preordering, ordering, provisioning, maintenance and repair, and billing functions to ALECs. In Phase II, the vendor would conduct a detailed test of BST's OSS and OSS interface systems based on the designed test plan under the direction of a Commission Project Manager. The FPSC ordered that Phase I would begin immediately. After much discussion between the FPSC Staff, BellSouth, and the ALEC community, KPMG was selected as the vendor to develop the third-party test plan.

On January 11, 2000, the FPSC approved the Master Test Plan recommended by KPMG, the selection of KPMG as the Phase II Test Manager, and ordered that the third-party testing begin. ***(Order PSC-00-0104-PAA-TP).*** The Consummating Order was issued on February 4, 2000. ***(Order PSC-00-0232-CO-TL).***

On February 8, 2000, the FPSC issued Order ***(Order PSC-00-0260-PAA-TP)*** approving the Interim Performance Metrics developed by KPMG. The Consummating Order was released on March 1, 2000. ***(Order PSC-00-0428-CO-TP).***

On March 20, 2000, the FPSC issued an Order ***(Order PSC-00-0563-PAA-TP)*** approving the retail analogs, benchmarks, and statistical methodology that would

be used in the OSS third party testing. The Consummating Order was released on April 14, 2000. ***(Order PSC-00-0733-CO-TL).***

On December 20, 2000, the FPSC issued an Order ***(Order PSC-00-2451-PAA-TP)*** approving the revised interim performance measures, benchmarks, and retail analogs recommended by KPMG and modifying the forecast date of the "anticipated volumes" test date to the estimated test completion date plus nine months. The Consummating Order was issued on January 18, 2001. ***(Order PSC-01-0144-CO-TP).***

3. 990149-TP: MediaOne

The FPSC approved a stipulated interconnection agreement between MediaOne and BellSouth in 1995. In February 1999, MediaOne filed a Petition for Arbitration to resolve issues relating to ISP-bound traffic, Calling Name (CNAM) database, network terminating wire (NTW) in multi-dwelling units (MDUs), and NTW access charges. The FPSC issued a 22-page order on these issues on October 14, 1999. ***(Order PSC-99-2009-FOF-TP).***

4. Docket No. 991854-TP: Petition of BellSouth Telecommunications, Inc. for Section 252(b) Arbitration of Interconnection Agreement with Intermedia Communications, Inc. (ICI).

The FPSC issued a 63-page Order in this docket on August 22, 2000 to resolve some 48 issues. Some of the important issues addressed in this Order included the definition of UNE combinations, EELs, packet switching, access to User-to-Network Interface (UNI), Network-to-Network Interface (NNI), data link control identifiers (DLCI); frame relay, multiple tandem access (MTA), switched access tariff; framed packet data, and frame relay rate elements. ***(Order PSC-00-1519-FOF-TP).***

5. **Docket 991220-TP: Petition by Global NAPS, Inc. for arbitration of interconnection rates, terms and conditions and related relief of proposed agreement with BellSouth Telecommunications.**

In January 1999, Global NAPS filed a Petition for Arbitration. In September 2000, the FPSC determined, among other things, that dial-up connections to Internet service providers (ISPs) shall be treated as local traffic for purposes of reciprocal compensation. The FPSC found the appropriate reciprocal compensation rates to be $0.00125 for tandem switching and $0.002 for end office termination, and if common transport is provided, common transport rates as ordered by the FPSC in Docket 960833-TP. The FPSC found the reciprocal compensation rate for end-office switching for ISP-bound traffic to be $0.00128, instead of $0.002. In this Order, the FPSC also defined Local Traffic. (***Order PSC-00-1680-TP).***

6. DOCKET 990691-TP: Petition of ICG Telecom Group, Inc. for Arbitration of unresolved issues in interconnection agreement with BellSouth

In this docket the FPSC addressed whether calls originating from or terminated to ISPs should be defined as local traffic. The FPSC reiterated its earlier decision in Docket 990149-TP, where in the FPSC ordered the parties to continue to operate under the terms of their current agreement until the FCC issued a final ruling on the treatment of ISP traffic.

In this docket, the FPSC also addressed packet switching, enhanced extended link loops (EELs), volume and term for UNEs, reciprocal compensation for switched services in a geographic area comparable to that served by BellSouth's tandem switch, and binding forecasts.

7. Docket 981834-TP and Docket 990321-TP: Generic Collocation.

Docket 981834-TP was originally opened to address the Florida Competitive Carriers (FCCA) petition for Commission action to support local competition in BellSouth's service territory, including collocation.

On March 12, 1999, ACI Corp. filed a Petition for generic investigation to ensure that BST, Sprint, and GTE-FL comply with the obligation to provide ALECs with

flexible, timely, and cost-efficient physical collocation. Docket No. 990321-TP was assigned to this docket.

On September 7, 1999 in Docket No. 990321-TP, the FPSC issued an Order which granted ACI's Petition for a generic investigation into collocation issues and consolidated it with Docket No. 981834-TP. ***(Order PSC-99-1744-PAA-TP)***. In this Order, the FPSC also adopted procedures and guidelines related to initial response time, application fees, central office tours, petitions for waiver, post-tour reports, disposition of petitions, extensions of time, and collocation provisioning intervals that superceded any previous timeframes contained in current collocation agreements in Florida. Parties could negotiate different timeframes than the ones established in this Order. On December 7, 1999, the FPSC released its Final/Amendatory/Consummating Order approving stipulated modifications to the collocation guidelines that were issued in its earlier Order dated September 7, 1999. ***(Order PSC-99-2393-FOF).***

The Commission issued a Procedural Order to begin the generic docket on October 12, 1999. The hearing was conducted on January 12-13, 2000.

On May 11, 2000, the FPSC issued a 108-page Final Order on Collocation ***(Order PSC-00-0941-FOF-TP)*** regarding 21 issues. The issues addressed in this proceeding were: ILEC response to a collocation application, applicability of

term "premises", ILEC obligations regarding off-premises collocation, conversions of virtual to physical collocation, response and implementation intervals for changes to existing space, division of responsibilities between ILECs and collocators, cageless collocation provisioning intervals, demarcation point between ILEC and ALEC facilities, parameters for reserving space for future use, generic parameters for the use of administrative space, equipment obligations, timing and detail of price quotes, ALEC participation in price quote development, use of ILEC-certified contractors by ALEC, automatic extension of provisioning intervals, allocation of costs between multiple carriers, limited space availability information, post-waiver space availability information, forecasting requirements for central office expansions and additions, and the "first come, first served" rule upon denial of waiver. BST, GTE-FL, and Sprint filed Motions for Reconsideration and on November 17, 2000, the FPSC issued its Order on Reconsideration ***(Order No. PSC-00-2190-PCO-TP***). In this Order, the FPSC clarified its decision regarding "off-premises" collocation and the demarcation point. The FPSC also granted reconsideration of conversions from virtual to physical collocation, cross-connects between collocators, "first come, first served" rule, and equipment obligations.

8. Docket 990750-TP: Petition by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom for arbitration of certain unresolved issues in

interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.

On June 11, 1999, ITC^DeltaCom filed its petition for arbitration with the FPSC. The FPSC decided 25 issues in the March 15, 2000 Final Order. ***(Order PSC-00-0537-FOF-TP)***. This Order included reciprocal compensation rates, cageless and shared collocation, OSS issues, an Unbundled Loop using IDLC technology, UNEs and UNE combinations, extended loops and loop/port combinations and rates for those combinations, provisioning for cageless collocation, and appropriate recurring and non-recurring rates and charges for loops.

9. **Dockets 960757-TP; 960833-TP; and 960846-TP: Petition by Metropolitan Fiber Systems of Florida, Inc., AT&T Communications of the Southern States, Inc., and MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc., respectively, for arbitration of certain terms and conditions of a proposed agreement with BellSouth Telecommunications Inc. concerning interconnection and resale under the Telecommunications Act of 1996.**

On December 2, 1996 (Docket 960833-TP), the FPSC identified unbundled network elements (UNEs) ILECs in Florida must provide, the appropriate wholesale rates for such UNEs; terms and conditions for resale of BellSouth services; and what was required to develop real-time and interactive access to

ordering and provisioning via electronic interfaces, etc. The FPSC issued a 117-page Order on December 31, 1996. ***(Order PSC-96-1579-FOF-TP).***

Partied filed Motions for Reconsideration on several issues such as pricing of rebundled network elements, tariff terms and conditions, services excluded from resale, pricing of channelization and common and dedicated transport, PIC Changes, and wholesale discounts. The FPSC issued its Final Order on the Motion for Reconsideration on March 19, 1997. ***(Order PSC-97-0298-FOF-TP).*** On June 19, 1997, the FPSC issued its Final Order approving the Agreement. ***(Order PSC-97-0724-FOF-TP).***

In March 1998, in Phase II of these proceedings, the FPSC Staff issued its recommendation on permanent recurring and non-recurring rates for unbundled network elements, (including network interface device; 2-wire/4-wire loop distribution; virtual collocation; physical collocation; directory assistance; dedicated transport (non-recurring only); 4-wire analog port; 2-wire ADSL-compatible loop; 2-wire/4-wire HDSL-compatible loop). On April 29, 1998, the FPSC issued a 167-page order setting forth the rates for the elements above, as well as, cost of capital; depreciation; tax factors; shared and common costs; and non-recurring charges.

10. 990649-TP Investigation into Pricing of Unbundled Network Elements (UNEs)

On May 20, 1999, the FPSC opened a generic UNE pricing docket to investigate the pricing of UNEs for the three major ILECs in Florida (BellSouth, Sprint-Florida, GTE Florida). This docket was opened to address the deaveraged pricing of UNEs, as well as pricing of UNE combinations and nonrecurring charges.

On December 7, 1999, the parties executed a Joint Stipulation regarding Interim Deaveraging and a Stipulation of Certain Issues and Schedule of Events was filed by all parties in this docket. The Interim Deaveraging Stipulation provided for an effective date of May 1, 2000 (unless the FCC changed the effective date for deaveraged rates), interim deaveraged rates to be available to parties, which had interconnection agreements with BellSouth, and interim deaveraged rates that would not be subject to true-up once permanent rates had been set. In the Stipulation of Certain Issues, the parties also agreed to specific UNEs and UNE combos, as well as the cost methodology, for the generic proceedings.

On February 22, 2000, the FPSC issued an Order approving Interim Rate Stipulation. The Stipulation provided for interim deaveraged loop rates for the three ILECs with an effective date of May 1, 2000, unless the FCC changed the effective date for deaveraged rates, in which case the effective date of the

interim deaveraged rates would be the new FCC Tariff rates. According to the Stipulation, the interim rates would not be subject to true up once permanent rates are set. ***(Order PSC-00-0380-S-TP).***

On March 16, 2000, the FPSC issued a new Procedural Order ***(Order PSC-00-0540-PCO-TP)*** based on the stipulated issues in this docket. As a result of this Order, two hearings were scheduled in this docket. The FPSC conducted the first hearing from July 17-21, 2000, and the second hearing from September 19-21 and October 20, 2000.

The FPSC Staff Recommendation for both hearings was issued on April 6, 2001. The FPSC voted on this recommendation at a Special Agenda on April 18, 2001. A written order is pending.

Verizon & Sprint are scheduled to file testimony and cost studies on April 2, 2001 for the third hearing. The hearing on this phase is scheduled for June 27, 2001.

11. 960100-TP: Generic Investigation into Permanent Number Portability

The 1996 Act required all carriers to provide number portability in accordance with the requirements prescribed by the FCC. 47 U.S.C. § 251(b)(2). The FPSC established this docket in 1996 to begin its review of interim number portability.

In a March 24, 1997 Order, the FPSC ordered that the Florida Number Portability Standards Group (FNPSG) should continue to work in conjunction with other state implementation groups to develop a Southeast Region Permanent Number Portability mechanism. ***(Order PSC-97-0324-FOF-TP)***. LRN (Local Routing Number) was also endorsed by the FPSC as the permanent number portability mechanism to be used in the Southeast Region. Four months later, on July 14, 1997, the FPSC released another Order ***(Order PSC-97-0846-FOF-TP)*** in which they decided that Florida would participate in the Southeast Region Permanent Number Portability Database System. The Florida telecommunications industry believed that the regional approach would minimize the cost of implementing LRN as a permanent number portability mechanism in Florida.

On March 31, 2000, BellSouth completed a nine-phase implementation (including Florida) of LNP throughout its region that began in August 1998.

12. Docket 971140-TP: Motion of AT&T, MCI and MCImetro to Compel BellSouth to comply with Order No. PSC-96-1579-FOF-TP and to set non-recurring charges for Combination of Network Elements with BellSouth pursuant to their Agreement

In June 12, 1998, the FPSC ordered BellSouth to provide AT&T network elements individually or in combinations, whether already combined at the time of request or not. The FPSC also held that CLECs may provision network

elements in any combination of their choosing, including the recreation of existing retail services. ***(Order PSC-98-0810-FOF-TP)***. The FPSC also found that BellSouth was obligated under its agreement with MCI to provide network elements to MCIm individually or combined, whether already combined at the time ordered or not.

13. Docket 981444-TP – Number Utilization Study: Investigation into Number Conservation Measures.

In October 1998, the FPSC established this docket to investigate number utilization/conservation efforts by the telecommunications industry in Florida. The FPSC petitioned the FCC for interim authority to implement 1,000 block number pooling (1KNP) in area codes in Florida that were in jeopardy of exhausting. The FCC granted the FPSC interim authority in September 1999 (**FCC 99-249)** and in October, the FPSC conducted its first industry workshop to discuss the effects of number pooling, rate center consolidation, short-term efficiency of numbers, and code sharing. The FPSC established a sub-team to investigate the feasibility of these measures. However, in February 2000, the FPSC Staff issued a recommendation to implement 1KNP by May 2000. Because of various issues, including obtaining hardware and software from various vendors, updating its OSS systems, etc., neither BellSouth, nor the industry could meet this implementation date. The industry worked together to develop a plan, which it filed with the FPSC in April 2000. The FPSC adopted

the industry's plan and ordered 1KNP in the first Florida MSA by January 22, 2001, with two additional MSAs to following in February and April. ***(Order PSC-00-1046-PAA-TP).***

On July 28 2000, BellSouth filed a Motion for variance of the number pooling requirement for its 1AESS switches in those MSAs where the Commission had required number pooling to be implemented by April 2, 2001, due to technical reasons. On January 8, 2001, the FPSC issued its Order ***(Order PSC-01-0051-PAA-TP)*** denying BellSouth's Motion for Variance and ordering BellSouth to initiate number pooling in its 1AESS switches consistent with a procedure established by NeuStar (the Pooling Administrator). A Consummating Order ***(PSC-01-0358-CO-TP)***, which made the January 8th Order effective, was issued on February 8, 2001.

Prior to number pooling, BellSouth worked with the carriers to develop Voluntary Number Management Measures wherein the carriers agreed to efficient use and assignment of numbers to end users and attempt to make assignments of telephone numbers out of given blocks before making assignments out of another block. A Joint Motion and Stipulation was filed with the FPSC on May 27, 1999. The FPSC adopted the Joint Motion and Stipulation on July 20, 1999. ***(Order PSC-99-1393-S-TP).***

14. Dockets 990455-TL, 990456-TL, 990457-TL, & 990517-TL – Numbering Plan Relief for Area Codes 305/786, 561, 954, & 904.

In April 1999, the FPSC opened these four dockets to address proposed area code numbering relief plans for the 305/786, 561, 954 and 904 area codes. Service hearings were held throughout the state for those customers located in these area codes.

On October 20, 2000, the FPSC issued its Order ***(Order PSC-00-1937-PAA-TP)*** requiring code sharing, rate center consolidation, and additional 1KNP trials, among other things. Since that time, BellSouth has worked with the FPSC and the industry to develop a plan to implement 1KNP in 3 additional MSAs in Florida and rate center consolidation in the Keys. On February 2, 2001, the Florida Code Holders filed an Offer of Settlement, which included proposed 1KNP implementation dates for the three additional Florida MSAs and a proposal for rate center consolidation in the Keys. The Offer also addressed other issues in the PAA such as code sharing, code rationing, utilization thresholds, 561 NPA split, aging of numbers, wireless grandfathering and 904 area code split. The FPSC approved the Settlement Offer at the March 6, 2001 Agenda Conference.

Rate Center Consolidation was another conservation measure that BellSouth worked with the industry and the FPSC on developing. BellSouth agreed to implement RCC in the Florida Keys on a competitively neutral basis in exchange

for the FPSC's agreement to withdraw its proposal to implement RCC in Miami-Dade County, as BellSouth and the industry agreed to implement both RCC and 1KNP in the Keys in 2001.

15. Docket 001503-TP: – Cost Recovery for Number Pooling Trials

On September 29, 2000, the FPSC opened this docket to investigate the cost recovery and allocation issues associated with the number pooling trials ordered in Florida. A workshop was held with all interested parties by the FPSC Staff on December 12, 2000, to discuss the issues that should be considered in this docket. Post-workshop comments were filed on February 16, 2001. A formal Issues Identification meeting or Procedural Order has not yet been issued by the FPSC in this docket.

16. Docket 000075-TP: Investigation into Appropriate Method to Compensate Carrier for Exchange of Traffic to Section 251 of the Telecom Act.

The FPSC opened this docket to address the appropriate method to compensate carriers for exchange of traffic. The hearing in this Docket was held on March 7–8, 2001. The Staff Recommendation is scheduled to be issued on August 23, 2001 and the Final Order for this proceeding should be issued on September 24, 2001.

Phase II of this proceeding has begun and additional issues are being addressed. Some of the specific issues to be addressed are an ALEC's entitlement to: be compensated at the ILEC's tandem interconnection rate; and, the appropriate definition of the local calling area, for the purposes of determining the applicability of reciprocal compensation, etc. The hearing in Phase II of this proceeding will be held on July 5, 2001. The Staff Recommendation is due October 4, 2001 and a decision is expected on October 16, 2001.

17. Docket 000121-TP: Investigation into the establishment of Operations Support Systems Permanent Performance Measures for ILECs

On February 1, 2000, the FPSC established this docket to investigate permanent performance measures for ILECs. Several workshops were held throughout 2000 with all of the parties to begin the process of developing a Performance Assessment Plan (PAP) for Florida. After each workshop and/or new version of the FPSC Staff's PAP, BellSouth and many of the parties filed comments with the FPSC.

An Issues ID to identify specific issues in this docket was held January 19, 2001. The Hearing was conducted beginning April 25, 2001. The FPSC Staff Recommendation is due on June 28, 2001, with the FPSC decision due July 10, 2001. The Order is scheduled for release on July 16, 2001.

18. Docket 990218-TP: Atlantic Arbitration

On December 23, 1999, BellSouth filed a petition for arbitration with the FPSC. The issue in dispute was whether Atlantic could require BST to include a provision in the parties' resale agreement that would preclude BST from offering services to consumers covered by an exclusive service arrangement with Atlantic. On July 26, 2000, the FPSC issued an Order holding that exclusive service arrangements were not required in the agreement. ***(Order PSC-00-1351-FOF-TP)***

19. Docket 000649-TP: MCI Arbitration

MCI filed a petition for arbitration with the FPSC on May 26, 2000. While there were initially 111 issues to be resolved, 50 issues were left in dispute at the time the hearing was held on October 4-6, 2000. The issues included the combination of Unbundled Network Elements that are ordinarily combined, two-way trunks, designation of Points of Interconnection, etc. The Staff recommendation was issued on January 25, 2001 and was addressed at a special agenda on February 21, 2001. At the Special Agenda, the Commission approved the Staff Recommendations with a few modifications. The Commission's Order is dated March 30, 2001 (Order PSC-01-0824-FOF-TP).

20. Docket 000907-TP: Level 3 Arbitration

Level 3 filed a petition for arbitration with the FPSC on July 21, 2000. The issues to be arbitrated include designation of IPs, Reciprocal compensation, and provisioning intervals. A hearing was held on December 6, 2000. A Commission decision on the issues at the Agenda session held on March 6, 2001, the Final Order in this proceeding was released on March 26, 2001.

21. Docket 000828-TP: Sprint Communications Arbitration

Sprint filed a petition for arbitration on July 10, 2000. The issues to be arbitrated include resale issues, Combinations, EELs, Reciprocal compensation, and tandem switching compensation. A hearing was held on January 10, 2001. The Staff Recommendation was released April 5, 2001 and the Commission's Order was issued on May 8, 2001 (PSC-01-1095-FOF-TP).

22. Docket 001305-TP: BST Arbitration against Supra

BellSouth filed a petition for arbitration with the FPSC on September 1, 2000. The issues to be arbitrated include resale, alternate dispute resolution, and access to OSS. A hearing is scheduled for May 16-17, 2001. In its Order dated May 23, 2001 (PSC-01-1180-FOF-TI), the Commission Ordered BellSouth and Supra to convene an Inter-Company Review Board within 14 days and to notify the FPSC within 10 days of the meeting as to any outstanding issues.

23. Docket 001436-TP: Pilgrim Arbitration

Pilgrim filed a petition for arbitration with the FPSC on September 20, 2000. The issues to be arbitrated included alternative dispute resolution parameters, resale of billing and collections, and access to billing name and address and 900 number blocking information. On October 16, 2000, BellSouth filed a motion to dismiss the bill and collections, access to billing name and address, and 900 number blocking information. On May 1, 2001 the Commission, on its own motion, declined to hear Pilgrim's petition for arbitration.

24. Docket 001797-TP: Covad Arbitration

Covad filed an arbitration with the FPSC on December 15, 2000. Issues to be arbitrated include general terms and conditions of the agreement, resale, network elements, physical collocation, ordering and provisioning, billing and billing accuracy, and disaster recovery. The hearing is scheduled for June 27, 2001. The Staff Recommendation is due August 23, 2001 and a decision is due on September 4, 2001.

25. Docket 000731-TP: AT&T Arbitration

AT&T filed a petition for arbitration on June 16, 2000. The issues to be arbitrated include UNEs, performance measures, multi-unit installation access, local interconnection issues, reciprocal compensation, dispute resolution, and change control process. The hearing was held February 14-17, 2001. The Staff

Recommendation was released May 3, 2001 and the Commission's Order is due June 18, 2001.

26. Docket 010027-TP: IDS Telecom Arbitration

IDS Telcom, LLC filed a petition for arbitration on January 5, 2001. The issues include liability for negligence, identification of BellSouth as the underlying source of services, alternative dispute resolution, UNE combinations, line sharing, electronic ordering system failures, EEL combinations, billing, discontinuance of service, approval of advertising material, and the re-rating of calls in extended local calling areas. The hearing is scheduled for August 28-29, 2001; the Staff Recommendation is due October 4, 2001 and the Commission's Order is expected on November 5, 2001.

27. Docket 010098-TP: Florida Digital Network, Inc.

Florida Digital filed a petition for arbitration with the FPSC on January 23, 2000. The issues to be arbitrated include access to UNES, reciprocal compensation, and disposition of trouble tickets. A one-day hearing is scheduled for August 17, 2001. The Staff Recommendation is due September 20, 2001 and a Commission decision is expected October 2, 2001.

CKC-3

AGREEMENTS CROSS-REFERENCE

FLORIDA CHECKLIST CROSS-REFERENCE

√ List Item	Description	Access One	AT&T	Covad	ICG	DSLnet	e.spire	Intermedia	Northpoint	NPCR (CMRS)	Time Warner	Trivergent B	SGAT
1 & 13	*Interconnection & Reciprocal Compensation*	Att. 3, p.15 Att.3, Exh A Att. 11	Part IV pp. 53, 59 Rates and Amendments	Att. 3 Att. 3, p.4 & 9 Att. 11	Att. 3 Att. 3 Exh A Att. 3, p.12	Att. 3 Att. 3 Exh A Att. 3 Amend. 11/3/00	Att. 3 Att. 3, Sec. 6.1	Att. 3 Sec. 6	Att. 3 Att.3, Exh A Att. 3, p.16	1-D, p. 2 IV A&B p. 3	Att. 3 Sec. 8	Att. 3 Exh A	Sec. I and XIII
2	*Non-discriminatory Access to Network Elements*	Att. 2, p. 3 Att 2, C Att. 11	Att. 2, p. 48 Pricing Part IV p.53 and Amendment 7/24/98	Att. 2 Att. 11, p.1 & Table 11 Att. 11	Att. 2 Att. 2 Exh C	Att. 2 Att 2. Exh C	Att. 2 Exh C	Att. 2 Att. 2 Exh. C	Att. 2 Att 2, D	VII A&B, p. 6	Att. 2 Att. 11	Att. 2 Exh C	Sec. II
	Collocation	Att. 4	Att. 3, p.1 Part IV Table 2 and Amendment 7/24/98	Att. 4 Exh. A, Pg. 1-3	Att. 4 Physical Rates p. 23-26	Amend. Physical Rates p. 38-39	Att. 4	Att. 4	Att. 4 Physical Exh.A, Rates p. 38-40	V. p.3	Att. 4	Att. 4	Sec. II, XV Att. I
	OSS	Att. 1, p.18 Att. 3, p.29 Att. 6, p.3 Att. 2, p.30 & 31	GT&C Sec. 28 Att. 15	Att. 1 p.12 Att. 11 p. 2 & Table, p.13 Att. 6, p.1 Att. 1, p.3	Att. 1, p.17 Att. 3, p.21 Att. 2, p.17 Att. 2, p.28 Att. 2, p.37 Att. 5, p.7 Att. 6, p.3	Att. 6, p.3 Att. 1, p.17 Att. 2, p.25, p.35	GT&Cs, Sec. 10	Att. 1 Exh. A Att. 2, Sec. 17 Att. 3, Sec. 8	Att. 1, p.19 Att. 3, p.29 Att. 6, p.3 Att. 2, p.56 Att. 2, p.40		Att. 6, p.2 Att.. 1 Exh A	Att. 1 p. 14 Att. 2 p. 63 Att. 3 p. 23	Sec. II
	UNE Combinations	Att. 2 pp.33 & 34	Att. 2, p.2 See Amendment 11/11/99	Att. 2, p. 46		Att. 2 Amend 11/17/00	Att. 2 Sec. 17	Att. 2, Sec. 18 & 19	Att. 2 p. 47 Att. 2, D	VII. p. 6	Att. 2, Sec 1.1.3 This is not 319 lang.	Att. 2 p. 32	Sec. II
	Billing	Att. 7	Att. 6	Att. 7		Att. 7	Att. 7	Att. 7	Att. 7	IV. B., p.3	Att. 7	Att. 7	Sec. I, II, and XIV
	Advanced Services	Att. 2, begin at p.7 Att. 2, Exh. C		Amend. 9/8/00		UCL Amend. 1/27/2000 UCL Rate Amend. 3/1/00			LSDN, ADSL, HDSL, UCL, UDC Att. 2, p. 8			Att. 2, begin at p. 8 Att. 2, Exh. C	Sec. IV
	Line Sharing	*Att. 2, Exh. C*		Amend. 4/26/00		Amend. 6/15/00			Att. 2, p. 24				Sec. II
	Line Splitting												Sec. II

FLORIDA CHECKLIST CROSS-REFERENCE

√ List Item	Description	Access One	AT&T	Covad	ICG	DSLnet	e.spire	Intermedia	Northpoint	NPCR (CMRS)	Time Warner	Trivergent B	SGAT
	2-Way Trunking	Att. 3, p. 7		Att. 3, p. 6		Att. 3, p.8	Att. 3, Sec. 2	Att. 3, Sec 2	Att. 3 p.7-10, Exh. D	V. 3., p. 4	Att. 3 Sec. 4	Att. 3, p. 8 & 9	Sec. I
	Single Pt. Of Interconnection	Att. 3, p. 3				Att. 3, p. 3	Att. 3, Sec. 1.2	Att. 3, Sec. 1.2	Att. 3, p. 3		Att. 3, Sec. 1.2	Att. 3, p. 3	Sec. IV
	Performance Measurements	Att. 9	Att. 12 See Amend. 6/10/97	Att. 10	Att. 9	Att. 9	Att.. 9	Att. 9	Att. 9		Att. 10	Att. 9	Sec. XVI
3	*Non-discriminatory Access to Poles, Ducts, Conduits and Rights-of-Way*	Att. 8	Part IV Tables 3&4 Att. 3, Amend. 7/24/98	Att. 8	Att. 8	Att. 8	Att. 8	Att. 8	Att. 8	VIII. p. 6	Att. 8	Att. 8	Sec. III
4	*Unbundled Loops*	Att 2 p.5 Att 2, Exh. C	Att. 2 p. 2 Amend. 7/24/98 Att. 2, Sec. 2-6	Att. 2, p.3 UCL Amend. 9/30/00 Line Sharing Amend. 4/26/00 IDSL Compatible Loop 9/8/00 Att. 2, Sec. 2-6	Att. 2, p.6 UCL Att. 2 p.8 Att. 2, Exh C	UCL Amend. 1/27/00 UCL Rate Amend. 3/1/00	Att. 2 Sec. 2	Att. 2, Sec. 2	Att 2 p.6 Att 2, Exh. D		Att. 2, Sec. 2	Att. 2, p.4	Sec. IV
5	*Local Transport*	Att. 2, p.35 Att. 2, Exh. C	Att. 2, pp.31& 35	Att. 2, p. 18			Att. 2 Sec. 8	Att. 2, Sec. 8	Att. 2, p.49 Att. 2, Exh. D		Att. 2, Sec. 8	Att. 2, p. 24 Exh C Att. 3 Exh A	Sec. V
	Common	Att. 2, p.36 Att. 2, Exh. C	Att. 2, p.32	Att. 2, p. 18	Att. 2, p.30 Att. 2, Exh C	Att. 2, p. 28 Att. 2, Exh C	Att. 2 Sec. 8.2	Att. 2, Sec. 8.2	Att. 2, p. 49 Att. 2 Exh D		Att.2, Sec. 8.1 Sec. 8.2	Att. 2 Att. 3 Exh A	Sec. V
	Dedicated	Att. 2, p.36 Att. 2, Exh. C	Att. 2, p. 36	Att 2, p. 21	Att. 2, p.33 Att. 2, Exh C	Att. 2, p. 30 Att. 2, Exh C	Att. 2 Sec. 8.1	Att. 2 Sec. 8.3	Att. 2, p.50 Att. 2, Exh. D		Att. 2, Sec. 8.3	Att. 2 Exh C Att. 3 Exh A	Sec. V
6	*Unbundled Local*	Att. 2, p.20	Att.2 p.18	Att. 2, p. 13	Att. 2, Sec. 3,	Att. 2, p. 18	Att. 2	Att. 2,	Att. 2, p.30		Att. 2,	Att. 2, Sec.	Sec. V

FLORIDA CHECKLIST CROSS-REFERENCE

√ List Item	Description	Access One	AT&T	Covad	ICG	DSLnet	e.spire	Intermedia	Northpoint	NPCR (CMRS)	Time Warner	Trivergent B	SGAT
	Switching	Att. 2, Exh. C			p.19 Att. 2, Exh C	Att. 2, Exh C	Sec.7	Sec. 7	Att. 2, Exh. D		Sec. 7	7, p.17 Exh C	
7	*Non-discriminatory Access to 911/E911*	Att. 2, p.69 Att. 2, Exh. C	Att. 2, Sec. 16, p.107	Att. 2, Sec. 9, 15, p. 53	Att. 2, p.66	Att. 2, p.64	Att. 2 Sec. 10 and 16	Att. 2, Sec. 16	Att 2, p. 82	IX., p. 6	Att. 1, Sec. 19	Att. 2 p.61	Sec. VII
	Directory Assistance,	Att. 2, p.60 Att. 2, Exh. C	Att.2 pp.20, 37	Att. 2, p. 29	Att. 2, p.57 Att. 2, Exh C	Att. 2, p.55 Att. 2, Exh C	Att. 2 Sec. 10.3	Att. 2, Sec. 10.3	Att. 2, p.73 Att. 2, Exh. D		Att. 2, Sec. 13.7	Att. 2 p. 39	Sec. VII
	Operator Services	Att. 2, p.59 Att. 2, Exh. C	Att. 2, p. 37	Att. 2, p. 27	Att. 2, p.56 Att.2, Exh C	Att. 2, p.54 Att. 2, Exh C	Att. 2 Sec. 10.2	Att. 2, Sec. 10.2	Att. 2, p.72 Att. 2, Exh. D		Att. 2 Sec. 10.2	Att. 2 p.38	Sec. VII
8	*White Pages Directory Listings*	Att. 1 p 7 GT&C p. 3	Att. 13, p. 20 GTC	G Part A, p. 4	Gen. T&C Part A-p.3	Gen. T&C Part A, p.3	GT&C Sec. 13	GT&C Sec. 4	Gen T&C Part A p. 3	X. p. 7	Gen T&C Part A. Sec.. 5	GT&C p. 4 Att. 1 3.16	Sec. VIII
9	*Non-discriminatory Access to Telephone Numbers*	Att. 5, p.3 Att 1 p. 5	Att. 1, p.38, 40	Att.5, p.1	Att. 5, p.3	Att. 5, p.3	Att.1 Sec. 3.11-3.12 Att. 5, Sec.1.3 and 1.4	Att. 1 Sec. 3.10 Att. 5,Sec. 1.1	Att. 5, p.3	XI., p. 7	Att. 5 Sec. 1.1 Att. 1 Sec. 3.10	Att. 5 p. 3 Att. 1 p. 4 Exh. A	Sec. IX
10	*Non-discriminatory Access to Databases and Signaling*	Att. 2, p.50 Att 2, Exh C	Att. 2, p.59	Att. 2, p.33	Att. 2, p.45 Att. 2 Exh C	Att. 2, p. 43 Att. 2, Exh C	Att. 2 Sec. 11 and 13	Att. 2 Sec. 13 and 11	Att. 2, p.63 Att 2, Exh D	XIII, A&B, p. 8	Att. 2, Sec. 13	Att. 2 p. 43 Exh C	Sec. X
	Signaling Links	Att. 2, p.50 Att 2, Exh C	Att. 2, p.50	Att. 2, p.33	Att. 2, p.45 Att. 2, Exh C	Att. 2, p. 43 Att. 2, Exh C	Att. 2 Sec. 11	Att. 2 Sec. 11	Att. 2, p. 64 Att 2, Exh D	XII., B., p. 18	Att. 2, Sec. 11	Att. 2 p. 43 Exh C	Sec. X
	STPs	Att. 2, p.51 Att 2, Exh C	Att. 2, p. 51	Att. 2, p.34	Att. 2, p.46 Att. 2, Exh C	Att. 2, p.44 Att. 2, Exh C	Att. 2 Sec. 12	Att. 2 Sec. 12	Att. 2, p.67 Att 2, Exh D		Att. 2, Sec. 12	Att. 2 p. 44 Exh C	Sec. X
	SCPs	Att. 2, p.54 Att 2, Exh C	Att. 2, p.58	Att. 2, p.39	Att. 2, p.50 Att. 2, Exh C	Att. 2, p.48 Att. 2, Exh C	Att. 2 Sec. 13	Att. 2, Sec. 12	Att. 2, p.60 Att 2, Exh D		Att. 2, Sec. 12	Att. 2 p. 49 Exh C	Sec. X

FLORIDA CHECKLIST CROSS-REFERENCE

√ List Item	Description	Access One	AT&T	Covad	ICG	DSLnet	e.spire	Intermedia	Northpoint	NPCR (CMRS)	Time Warner	Trivergent B	SGAT
	LIDB	Att. 2, p.47 Att 2, Exh C	Att. 2, p.60	Att. 2, p.40	Att. 1, p.15,20,24 Att. 2, p.42, 67 Att. 2, Exh C	Att. 1, p.15,21,25 Att. 2, p.40, 67 Att. 2, Exh C	Att. 2 Sec. 13.4	Att. 2, Sec. 13.4	Att. 2, p.58 Att 2, Exh D		Att. 2 Sec. 13.4	Att. 2 p. 50 Exh C	Sec. X
	Toll Free Number Database	Att. 2, p.45 Att 2, Exh C	Att. 2, p. 65	Att. 2, p.45	Att. 2, p.40 Att. 2, Exh C	Att. 2, p.38 Att. 2, Exh C	Att. 2 Sec. 13.5	Att. 2, Sec. 13.5	Att. 2, p.58 Att 2, Exh D		Att. 2, Sec. 13.5	Att. 2 p. 52 Exh C	Sec. X
	ALI/DMS	Att. 2, p.45 Att 2, Exh C	Att. 2, p.66	Att. 2, p.45	Att. 2, p.40	Att. 2, p.38	Att. 2 Sec. 13.6	Att. 2, Sec. 13.6	Att. 2, p.58 Att 2, Exh D		Att. 2, Sec. 13.16	Att. 2, p. 53	Sec. X
	AIN Access	Att. 2, p.67 Att 2, Exh C	Att. 2, p. 53	Att. 2, p.36	Att. 2, p.48 Att. 2, Exh C	Att. 2, p.62 Att. 2, Exh C	Att. 2 Sec. 13..9	Att. 2, Sec. 13. 10	Att. 2, p.66 Att 2, Exh D		Att. 2, Sec. 13.10	Att. 2 p. 46 Exh C	Sec. X
	Selective Routing (Branding)	Att. 2, p.27 Att 2, Exh C	Att. 2 p. 56	Att. 21, p.14, p. 29-31	Att. 2, p.19 Att. 2, p.58 Att. 2, Exh C	Att. 2, p.18 Att. 2, p.56 Att. 2, Exh C	Att. 2 Sec. 10.4	Att. 2, Sec. 10.4.3.2	Att. 2, p.76 Att 2, Exh D Att. 2, pp.74-76		Att. 2, Sec. 10.4.3.2	Att. 2 Exh. C	Sec. X
	CNAM	Att. 2, p.67 Att 2, Exh C		Att.2, p. 47	Att. 1, p.16 Exh. G, p.36	Att. 1, p.39 Exh H, p.1, Att. 2, pp. 62, 73 Att. 2, Exh C	Att. 2 Sec. 13.7	Att. 2 Sec. 13.8	Att. 2, p.80 Att 2, Exh B		Att. 13 Sec. 7	Att. 2 p. 75 Exh C	Sec. X
11	*Number Portability*	Att. 5	Att. 8 Part IV Table 5	Att. 5	Att. 5	Att. 5	Att. 5	Att. 5	Att. 5	XII, p. 7	Att. 1	Att. 5 p. 3	Sec. XI
12	*Local Dialing Parity*	Att. 3, Sec. 4, p.15	GTC, Sec. 24.3.1, p. 29	Att. 3, Sec. 7	Att. 3, Sec. 5, p.12	Att. 3, Sec. 5, p.12	Att. 3 Sec. 5	Att. 3 Sec. 5	Att. 3, Sec. 4, p.16		Att. 3, Sec. 7, p. 13	GT&C, Att. 3	Sec. XII
14	*Resale*	Att. 1	Part I, Sec. 23, p. 27 Part 4, Sec. 35, p. 53 (Rates)	Att. 1	Att. 1	Att. 1	Att. 1	Att. 1	Att. 1		Att. 1	Att. 1 Exh G	Sec. XIV

Affidavit of Victor K. Wakeling, CFA, CMA
On Behalf of BellSouth Telecommunications, Inc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Consideration of BellSouth Telecommunications, Inc.'s, entry into interLATA Services pursuant to Section 271 Of the Federal Telecommunications Act of 1996.	))))))	DOCKET NO. 960786-TL

AFFIDAVIT OF VICTOR K. WAKELING, CFA, CMA
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.

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EXHIBITS

VW-1	"F.P.S.C. Alphabetic Listing of Regulated Telecommunications Companies: Alternative Local Exchange", updated as of May 17, 2001
VW-2	A: "BellSouth Negotiated Agreement Index" – Updated: May 1, 2001 B: "BellSouth Adoption Index – Section 252i" – Updated: May 1, 2001 C: "BellSouth Arbitration Agreement Index" – Updated: May 1, 2001
VW-3	Federal Communications Commission: *Local Telephone Competition: Status as of December 31, 2000*
VW-4	Florida Public Service Commission: *Competition in Telecommunications Markets in Florida,* December 2000
VW-5	CLECs with Over 10 Lines in BellSouth Florida Area, METHOD ONE
VW-6	CLECs with Over 10 Lines in BellSouth Florida Area, METHOD TWO
VW-7	Estimation of Facilities-Based CLEC Lines in BellSouth Florida Area, METHOD ONE
VW-8	Estimation of Facilities-Based CLEC Lines in BellSouth Florida Area, METHOD TWO
VW-9	Facilities-Based Line Estimate Methodology
VW-10	CLEC Completed Collocations

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In re: Consideration of BellSouth Telecommunications, Inc.'s, entry into interLATA Services pursuant to Section 271 Of the Federal Telecommunications Act of 1996.	))))))	DOCKET NO. 960786-TL

AFFIDAVIT OF
VICTOR K. WAKELING, CFA, CMA
ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.

STATE OF GEORGIA
COUNTY OF FULTON

I, Victor K. Wakeling, being of lawful age and duly sworn upon my oath, depose and state:

I. PROFESSIONAL AND EDUCATIONAL BACKGROUND

1. My name is Victor K. Wakeling. I am employed by BellSouth Telecommunications, Inc. (BellSouth) as a Manager for Competitive Analysis in the BellSouth Federal Regulatory Department. My business address is 675 West Peachtree Street, Room 38L64, Atlanta, Georgia 30375.

2. I began my career with Bell of Pennsylvania in 1979 and transferred to Southern Bell in 1981 as an Assistant Manager in the Business Research group in Atlanta. In that position, my duties primarily concerned econometric analysis of customer demand and pricing. In 1988, I transferred to the Southern Bell Telephone Comptrollers group as Manager-Budget Analyst.

3. My present assignment, Manager–BellSouth Federal Regulatory Group, began in 1992 as Docket Manager for Interstate Price Cap Regulation. In that position, I focus primarily on economic issues under Price Cap regulation. In March 2000, I assumed the additional responsibility of monitoring and analyzing local competition within the BellSouth region for regulatory purposes.

4. In June of 1973, I received two Bachelor of Arts Degrees with Distinction, in Economics and Political Science, from the Pennsylvania State University, State College, Pennsylvania. I completed an MBA with emphasis in Finance in 1989 at Georgia State University, Atlanta, Georgia. In 1991, the Association for Investment Management and Research awarded me a Chartered Financial Analyst (CFA) certification. In 1992, the Institute of Management Accountants awarded me the Certified Management Accountant (CMA) designation. Since 1994, I have taught more than twenty undergraduate or graduate courses in economics or finance as an adjunct and visiting professor at Kennesaw State University and the University of the West Indies. I have also presented several professional education seminars for the Atlanta Society of Financial Analysts.

II. INTRODUCTION AND PURPOSE OF AFFIDAVIT

5. The purpose of this affidavit is to describe the current status of local exchange service competition within BellSouth's wireline local service area in Florida, with particular emphasis on facilities-based providers. This information that I present provides empirical proof that BellSouth has satisfied the Track A of Section 271 of the Telecommunications Act of 1996 (the "Act").[1] The data demonstrate that competition in Florida's local exchange market is economically viable, irreversible, and serving the public interest.

[1] The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), Section 271 (c) (1) (A)

6. The affidavit exhibits provided with the public version of this filing contain public information relating to local competition. The Florida Public Service Commission's ("FPSC") report "Alphabetic Listing of Regulated Telecommunications Companies: Alternative Local Exchange" as of May 17, 2001, is provided as Exhibit VW-1.[2] The FPSC's three reports on BellSouth interconnection agreements, i.e., negotiated, adoptions and arbitrations, is provided as Exhibit VW-2.[3] The Federal Communications Commission ("FCC") report "Local Telephone Competition: Status as of December 31, 2000" ("FCC Competition Report") is provided as Exhibit VW-3.[4] The FPSC staffs' "Competition in Telecommunications Markets in Florida" ("Florida Competition Study") is attached as Exhibit VW-4.[5] Five exhibits, VW-5, VW-6, VW-7, VW-8 and VW-10, contain confidential and sensitive competitive proprietary information regarding individual CLECs in Florida. In the public filing, these exhibits are filed with the confidential information redacted. In addition, the complete exhibits containing confidential information are being filed under seal.

7. As discussed in more detail below, the local market in BellSouth's service area in Florida is irreversibly open to competition. Numerous carriers are currently providing facilities-based service to business and residential customers in Florida, thereby proving that

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[2] available at http://www.floridapsc.com/mcd/TALX.html , as retrieved on May 19, 2001

[3] available at http://www.floridapsc.com/local-compet/documents/bst050101.pdf for the negotiated agreements, at http://www.floridapsc.com/local-compet/documents/bstadopt050101.pdf for the adopted agreements and at http://www.floridapsc.com/local-compet/documents/bstarb050101.pdf for the arbitrated agreements.

[4] Released May 21, 2001. Local providers (including CLECs serving over 10,000 lines in a state) file data twice a year under the FCC's local competition and broadband gathering program (FCC Form 477) that was adopted in March 2000 to assist in implementing the pro-competitive, deregulatory provisions of the Act.

[5] Released December 2000 by the FPSC's Division of Competitive Services to satisfy the statutory requirements of section 364.386, Florida Statutes to provide a report on "the status of competition in the telecommunications industry" to the Governor and Legislature.

BellSouth satisfies the "Track A" requirements of section 271 of the Act. Moreover, local competition in Florida is firmly rooted, as the evidence shows:

a. At the end of February, 2001, CLECs served over 835,000 lines in BellSouth's service area in Florida, which is approximately 11.3% of the total local access lines. *See* Table 1 and Exhibit VW-5.

b. BellSouth's conservative "Method One" estimate of 11.3% is moderately above the national average 9.3% CLEC line share at the end of 2000 that the CLECs' Association for Local Telecommunications Services ("ALTS") projects in its most recent annual report. [6]

c. The Association for Local Telecommunications Services ("ALTS") identifies Florida, like New York and Texas, as among the eight states with the greatest number ("41 or more") of facilities-based CLECs operating.[7] Exhibit VW-5 and VW-7 indicate over 50 facilities-based CLECs operating in February 2001. The FCC Competition Report at Table 7 shows Florida tied for third in the US with the number of large CLECs reporting. *See* Exhibit VW-3.

d. Total facilities-based CLEC lines, based on the E911 Listings that CLECs themselves enter in the emergency notification database for BellSouth's area, have grown at an approximate 80% annual rate over the last six months, August 2000 to February 2001.

e. From 1996 through May 2001, BellSouth has entered into approved interconnection, resale and/or collocation agreements with over 500 FPSC-certificated carriers. *See* Exhibit VW-2.

f. CLECs' existing collocation arrangements allow them to serve more than 90% of BellSouth's residential and business access lines. BellSouth has completed more than 1,600 collocation requests for CLECs, in over 130 of BellSouth's wire centers as of March 2001. *See* Exhibit VW-10.

g. As the FCC reported, 94% of Florida's zip code areas have one or more CLECs providing service, and nearly half of the zip code areas have six or more CLECs providing service. Exhibit VW-3 at Table 12.

h. CLECs have committed millions of dollars to deploy state-of-the-art facilities across BellSouth's area, including switching capacity, intra-city fiber rings, and inter-city fiber

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[6] *ALTS' Annual Report on the State of the Local Telecom Industry, 2001* released March, 2001, available at <http://www.alts.org> at page 11. ALTS reported: "As of the 3Q00, CLECs held 8.2% of the local telecommunications market in terms of access lines. If the 2000 trend continues, CLECs can reasonably be expected to hold 9.3% of total access lines as of the 4Q00."

[7] Annual Report of the Association for Local Telecommunications Services (ALTS), *The State of Competition in the U.S. Local Telecommunications Marketplace*, Graphic B (Feb. 2000) (available at www.alts.org).

routes.[8]

III. LOCAL COMPETITION IN FLORIDA

A. CLECs' Lines in the Local Market – External Surveys

8. Local competition is thriving in Florida. Indeed, Florida is fourth in the nation in terms of end-user lines served by CLECs.[9] The FCC Competition Report reveals that, as of December 31, 2000, 19 large CLECs alone served over 1 million access lines in Florida.[10]

9. In December 2000, the FPSC's Division of Competitive Services released a report that also found substantial competition in Florida. The FPSC Competition Study (Exhibit VW-4) reflects information collected from CLECs as of June 30, 2000. The FPSC Competition Study at pages 23 and 55, respectively concludes:

a. "Since the 1999 report, Florida has seen continued increases in competitive entry, focused predominantly in the business sector. As of June 30, 2000, 362 ALECs were certificated in Florida, with 91 reporting they were serving 710,617 access lines. By contrast, the 1999 report found 80 companies serving 555,172 access lines."

b. "Competition has not bypassed the residential markets, based on the information available in this report. The number of residential access lines held by ALECs increased by more than 100 percent since last year's report."

Additionally, with much of their fiber backbone and end-user service facilities in place, local service competitors can now focus on their large addressable market.

- "Going forward, much more of the spending will be discretionary and tied to revenue and demand visibility, which manifests itself in lighting a network or adding capacity as opposed to just building a foundation of a network." [11]

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[8] The ALTS 2001 annual report at page 20 indicates that CLECs have invested $56 billion in infrastructure nationally since 1997.

[9] FCC Local Competition Report at Table 6 (Exhibit VW-3).

[10] Ibid, Table 6. The FCC Local Competition Report shows that the 19 large CLECs reporting accounted for 8.3% of Florida end-user lines.

[11] *Grubman's State of the Union,* Solomon Smith Barney Telecommunications Services, March 21, 2001 at 10.

- "In making a 'depth' vs. 'breadth' decision, management will now focus on penetrating existing markets deeper to save capital and leverage existing infrastructure investment."[12]

- "Approximately 80%, or $59 billion worth, of the SME (small/medium enterprise) market totaling $69 billion of revenue in 2000 is addressable by existing competitive business models." [13] (Text in parentheses added)

B. BellSouth's Estimates of Local Competition

10. BellSouth will present two methods of estimating the local lines that CLECs serve in its area. These methods generate two conservative estimates of the number of lines CLECs serve on a facilities basis.[14]

11. In Method One, BellSouth identifies, from various reliable sources, [15] the number of CLEC E911 Listings, Unbundled Network Elements ("UNE") including UNE loops and UNE platforms ("UNE-Ps"), and interconnection trunks ("IC Trunks"), whenever data were available. *See* Exhibit VW-7. These data are organized into three categories. The three categories considered to estimate each CLEC's total facilities-based lines are first, the E911 Listings category -- the sum of residence and business E911 listings; second, the UNE category -- the total of UNE loops and UNE-Ps (loop/port combinations); and third, the interconnection trunk category -- the total number of interconnection trunks. These categories contain data that provide a reasonable basis to estimate facilities-based CLEC lines.

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[12] *XOXO: 1Q Rpt'd; Scaled back Plan Ann'd*, released 7:10am EDT April 27, 2001, Credit Suisse First Boston (Mark Kastan) at 2. XOXO is the symbol for XO Communications, formerly NextLink Communications.

[13] *Competitive Telecom Services: Sizing up the CLECs,* David Barden et. al., J.P. Morgan Securities Equity Research, March 30, 2001 at 2.

[14] The actual count of resold local access lines does not need to be estimated because it is available directly from BellSouth's billing systems.

[15] See Facilities-based Line Estimate Methodology, Exhibit VW-9, fn. 1.

12. Data do not exist for every category for every CLEC because CLECs are competing with a variety of approaches. CLECs pursue different mixes of target markets, e.g., large business market, small/medium business market, and the residential and small business market. Diversity in target markets translates to different network approaches, e.g., traditional switched service or data-centric, either alone or in various combinations. The convergence of communications services finds a mix of next-generation packet networks such as Asynchronous Transfer Mode or Internet Protocol being overlaid or interfacing with the traditional circuit switched network. Because of these differing facilities-based approaches, data exist in only one category for almost one-third of the CLECs competing in BellSouth's area in Florida. For example, seven CLECs have data only for UNE-Ps. *See* Exhibit VW-7. In such cases, the data from that single category is used for the estimate of lines.

13. Within this conservative approach under Method One, BellSouth first selects the highest total from among the three categories as its estimate of <u>total</u> facilities-based lines for each CLEC. After estimating each CLEC's total facility-based lines, BellSouth then determines the business/residential split for those lines. In many cases, no further analysis is necessary to create that estimate because the category itself breaks down the CLEC line total by business and residential lines, e.g., E911 Listings and UNE–Ps. *See* Exhibits VW-7 or VW-8. When the category selected shows only total lines, e.g., interconnection trunks, BellSouth determines the number of business lines by subtracting from the total the residential lines indicated from the CLEC's other data, if any. If no evidence of residential lines for a CLEC is present, all the lines are treated as business. This approach acknowledges the fact that CLECs, in general, target the business market first. Exhibit VW-9 contains additional information on the indicators of facilities-based lines.

14. BellSouth's Method One approach is conservative in at least two major ways. First, BellSouth does not increase its estimate of total lines by adding across data categories although it would be reasonable to do so in certain cases. Second, when IC trunks are the basis for the estimate of total facilities-based lines, BellSouth assumes a very conservative 1-line-to-1-trunk ratio. BellSouth's estimates are also conservative with regards to the residential facilities-based share of total CLEC lines. For example, some CLECs focus on providing high-speed Internet access over DSL using UNE loops. BellSouth's systems do not identify residence or business UNE loops separately. Absent clear indications from the data of the number of residential lines, all of the UNE loops are treated as business class. [16]

15. Data from BellSouth's information systems indicate that, as of February 2001, 123 CLECs were each serving 40 or more local lines in BellSouth's service area in Florida. *See* Exhibit VW-5. Overall, BellSouth estimates that competing carriers provide local service to more than 835,404 lines, or approximately 11.3% of the total local lines in BellSouth's area. See Table 1 below.

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[16] ALTS 2001: "With residences continuing to migrate from dial-up Internet access to broadband, analysts predict an explosion in residential broadband revenues. From only $1 billion in 1999, residential broadband revenues will exceed $13 billion in 2004." at 34.

TABLE 1 CLEC Lines in BellSouth's service area in Florida

CLEC PROVIDERS	Number Of CLECs	**RESIDENCE** Lines	**BUSINESS** Lines	**Total Lines**
FACILITIES-BASED	56	19,322 Resale 128,627 Facilities-Based	83,088 Resale 514,814 Facilities-Based	**102,410 Resale** **643,441 Facilities-Based**
RESALE – ONLY	67	72,731	16,822	**89,553 Resale**
CLEC TOTAL	**123**	**220,680**	**614,724**	**835,404**
TOTAL LINES		4,938,667	2,477,543	7,416,210
% of Lines		**4.5 %**	**24.8 %**	**11.3 %** [17]

Table 1 includes aggregate line totals for 56 carriers that are competing on a facilities-basis. Approximately three-quarters of the total lines – 643,441 – are served by CLECs using their own facilities, either exclusively or in combination with BellSouth UNEs and/or UNE-Ps. Many of these facilities-based lines – 128,627 – serve residential customers. Also, as of February 2001, 67 resale-only CLECs, each serving 40 or more lines, were providing a total of 89,553 access lines in BellSouth's Florida service area. Table 1 also shows that 72,731 of these were residential lines and 16,822 were business lines. Exhibit VW–5 lists the 67 resale-only CLECs that serve at least 40 lines in BellSouth's area in Florida and their number of lines by residence or business class of service.

[17] CLEC line % based on CLEC lines divided by total lines. Total lines equals sum of CLEC lines plus BellSouth local access lines.

16. BellSouth's Method Two is the same as one approach presented in the joint Kansas and Oklahoma 271 filings.[18] This estimate is based on just two categories – facilities-based CLECs' E911 Listings and UNE-Ps. *See* Exhibit VW-8. Facilities-based carriers themselves are responsible for making entries in the E911 database. Because facilities-based carriers make these entries themselves and because these entries are critical to the purposes served by the maintenance of the database, BellSouth has every reason to believe that an E911 listing represents a facilities-based line. However, the E911 database does not capture all lines served by competing carriers on a facilities-basis. For example, when a facilities-based CLEC provides service over the UNE-P, BellSouth provides switching and maintains the E911 listing just as BellSouth does for resold lines. *See* Affidavit of Valerie Sapp at Para. 10. Therefore, the number of CLEC UNE-Ps needs to be added to the CLEC E911 Listings for a more complete estimate of total lines. In addition, E911 listings understate the number of lines used by many businesses, such as when a business uses a PBX and lists only a single number in the database or for in-dial only service. An estimate of facilities-based lines for 45 CLECs under this even more conservative Method Two appears in Table 2 below.

17. Table 2 relies upon E911 Listings and/or UNE-P data extant for 45 facilities-based CLECs (as opposed to the 56 CLECs included in Table 1 when other data such as UNE loops and interconnection trunks are considered). *See* VW-6. Using these data, BellSouth estimates that CLECs are serving 526,218 facilities-based lines. These 45 facilities-based CLECs also serve 102,407 resold lines. When the lines from the 67 resale-only CLECs are included, the overall total of CLEC lines becomes 718,178, which translates to 9.8% of the

[18] Joint Affidavit of J. Gary Smith and Mark Johnson, Application of SBC Communications, Inc. for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, Tables 2 and 3 at pp. 6-7.

local access lines in BellSouth's area.

TABLE 2 Estimate using E911 Listings and UNE-Ps for facility-based lines

CLEC PROVIDERS	Number of CLECs	**RESIDENCE** Lines	**BUSINESS** Lines	**Total Lines**
FACILITIES-BASED **E911 Listings + UNE-P**	45	19,322 Resale 128,629 Facilities-Based	83,085 Resale 397,589 Facilities-Based	**102,407 Resale** **526,218 Facilities-Based**
RESALE – ONLY	67	72,731	16,822	**89,553 Resale**
CLEC TOTAL	**112**	220,682	497,496	**718,178**
TOTAL LINES		4,938,669	2,360,315	7,298,984
% of Lines		**4.5 %**	**21.1 %**	**9.8 %**

18. Among the dozens of facilities-based CLECs in Florida are AccessOne, e.spire, Florida Digital Network , Intermedia, MediaOne, Mpower and (MCI)WorldCom. Each of these carriers has an approved interconnection agreement with BellSouth, are certified CLECs, and each provides facilities-based service to either (or both) business and residential customers. *See* Exhibit VW-1 and VW-2. Indeed, these carriers alone serve approximately 190,000 business lines and 116,000 residential lines on a facilities basis. Although for purposes of Track A, BellSouth relies upon all of the carriers identified in this affidavit and its attachments and exhibits, these carriers alone establish that BellSouth is providing "access and interconnection" to "unaffiliated competing providers" of facilities-based "telephone exchange service . . . to residential and business subscribers." Therefore, BellSouth meets the requirements of Track A. *See* 47 U.S.C. § 271(c)(1)(A).

C. Corroboration of CLEC facilities-based local service

19. Table 3 below is an extract from Table 3.2 of the FPSC Competition Study. Of the 56 facility-based CLECs identified under BellSouth's "Method One" in Exhibit VW-5, 39 were listed in Table 3.2 of the FPSC Competition Study.[19] Table 3 sets forth the FPSC staff summary of the CLECs' own responses to the most recent annual FPSC Competition Survey concerning their classes of customer, methods of service, and geographic areas served. The entries below are exact representations from Table 3.2 of the FPSC Competition Study display (including blank entries). Labels for "Method" in FPSC Table 3.2 show "resale," "facilities," "UNE,", "DSL" or "combination." BellSouth's own data show that the "combination" label refers to a carrier that uses both resale and its own facilities or UNE loops or UNE-Ps.[20] FPSC Table 3.2 supports BellSouth's evidence demonstrating that numerous CLECs are using facilities to serve both business and residential customers.

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[19] The FPSC Competition Study at page 25 indicates that as of June 30, 2000 362 ALECs were certificated in Florida, 178 responses were received and 91 were providing service in Florida.

[20] Of course, for purposes of meeting Track A requirements, in addition to owned facilities, the FCC has determined that UNE loops and UNE-P qualify as facilities.

TABLE 3 Extract from the FPSC Competition Study: facilities-based CLECs

ALEC	Service Provided To:	Method	Geographic Areas Served:
2nd Century Communications	business	confidential	confidential
Access One Communications	residential/business	resale	statewide
Actel Integrated Communications	Business	Combination	statewide
ALLTEL	business/residential	combination	Jacksonville
AT&T Communications	confidential	facilities	confidential
BlueStar Networks	business	DSL	select cities
Covad	business	UNE	select cities
Daytona Telephone Company	residential/business	resale	Volusia County
DSLnet Communications	business	UNE	not reported
e.spire	business	confidential	select cities
Florida Digital Network	business	combination	Southeast Florida
Global NAPS			confidential
IDS Long Distance			confidential
Intermedia	business/residential	combination	Statewide
ITC^DeltaCom	business/residential	combination	confidential
KMC Telecom	business	facilities	statewide
Knology	business/residential	combination	Panama City
Level 3 Communications	business	facilities	not reported
MCI WorldCom Communications	business	combination	confidential
MCI Metro Access	Business	combination	confidential
MediaOne Florida			confidential
Mpower Communications	business/residential	resale	Southeast Florida
Network Telephone	business/residential	resale	Pensacola
NewSouth Communications	business	combination	Jacksonville area
Nextlink	confidential	confidential	confidential
NorthPoint Communications	business	combination	statewide
Orlando Telephone Company	business/residential	combination	Orlando area
PaeTec Communications	business/residential	resale	statewide
Pure Packet Communications	Business	confidential	confidential
Rhythms Links	business	UNE	confidential
SBC National	residential	UNE	not reported
Sprint	Business	confidential	confidential
TCG of South Florida			confidential
Teligent Services	business	combination	statewide
Time Warner Telecom of Florida	confidential	confidential	confidential
Trivergent Communications	business/residential	combination	statewide
UniversalCom	confidential	confidential	confidential
US LEC of Florida	business/residential	combination	statewide
Winstar Wireless	business	combination	confidential

D. CLECs' Provide Service Broadly over BellSouth's Area

20. The breadth of competition in Florida is significant, as shown in Table 3.5 of the FPSC Competition Study (Exhibit VW-4). FPSC Table 3.5 indicates that while CLECs are most prevalent in high-density local exchanges, CLECs are also competing in BellSouth exchanges that serve lower line densities. The FPSC Competition Study indicates that effectively all of BellSouth's residential and business customers have one or more alternative local service providers in their area when access lines are totaled over BellSouth's exchanges. Moreover, using this same FPSC Table 3.5 and matching lines served to exchanges, almost 97% of BellSouth's residential lines and 84% of BellSouth's business access lines have *three or more* CLECs competing for their local service. [21]

E. CLEC Collocation is Extensive

21. CLEC collocations are a powerful indicator of the extent of local competition in a given area: where a CLEC is collocated, it has at least "the potential to serve many more customers through the leasing of UNEs."[22] CLECs themselves recognize the value of collocation as well:

a. "Mpower made significant progress in continuing its aggressive build-out of one of the largest facilities-based voice and data networks in the country. The company ended the quarter with 537 revenue ready central office collocations and 9 switches in service.... Its network footprint now reaches 28 major metropolitan areas, which represents an addressable market in excess of 21 million lines."[23]

b. "The addressable market in Allegiance's 36 target cities is estimated at 31 million

[21] The FPSC Table 3.5 is associated with the survey of Florida's CLECs as of the end of June 2000. The BellSouth percent of lines cross-referenced to Table 3.5 reflects the October 2000 distribution of BellSouth access lines. FPSC Table 3.5 presents its information based on local exchanges. CLEC Collocation information provided later in this affidavit presents wire center detail.

[22] *Development of Competition in Local Telephone Markets,* Report to the Subcommittee on Antitrust, Business Rights and Competition, Committee on the Judiciary, U.S. Senate, January 2000, GAO/RCED-00-38 at 19.

[23] Mpower Communications reports Record Second Quarter 2000 Results, "Investor Information: Quarterly Statements", Aug. 3, 2000, retrieved Aug. 14, 2000 <http://www.mpowercom.com/corpinfo/fnews/news080300.htm>.

business lines (57% of US businesses). . . . Allegiance has 552 collocations and plans to reach 990 by the end of 2001."[24]

c. "The SuperState initiative is FDN's (Florida Digital Network's) plan for total market development in Florida. When the project is complete in the first quarter of 2001, FDN expects that it will be able to serve 85 percent of all small and medium sized businesses in the state, and will have potential connections to over 7.5 million access lines."[25] (Text in parenthesis added.).

22. As of March 2001, BellSouth had completed collocation arrangements with over 50 CLECs in Florida, and had completed one or more CLEC collocations in 136 wire centers. *See* Exhibit VW-10. Completed collocations numbered 1,640. Not surprisingly, CLECs are collocated heavily in the BellSouth exchanges with the highest line volume. Collocations in the 26 BellSouth wire centers with the most completed collocations enable numerous CLECs to address 25% and 33% respectively of BellSouth's residence and business access lines on a facilities basis. Completed collocations in the top 51 wire centers based on completions allows CLECs to address approximately 52% of BellSouth's combined residential lines and business access lines. Overall, collocations that BellSouth has completed allow CLECs to address, on a facilities basis, approximately 94% of BellSouth's total access lines in Florida. *See* Exhibit VW– 10.

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[24] ALGX: Pledging Allegiance – Initiating Coverage, News Release from Robertson Stephens dated October 11, 2000.

[25] Florida Digital Network - News, March 24, 2000, retrieved Jan. 4, 2001 from<http://www.floridadigitalnetwork.com/news/news.cfm?id=42>.

TABLE 4 Wire Centers with collocations by frequency of collocations completed

BellSouth Wire Centers	*Collocations Completed*	*% of BellSouth's Residential Lines*	*% of BellSouth's Business Lines*
Over 20 Completed each 1st to 26th Wire Centers	**651**	25 %	33 %
15 to 20 Completed each 27th – 51st Wire Centers	**437**	25 %	27 %
8 to 14 Completed each 52nd – 86th Wire Centers	**386**	25 %	20 %
1 to 7 Completed each 87th – 136th Wire Centers	**166**	18 %	16 %
Collocations Completed	**1,640**	**93 %**	**96 %**

F. CLEC Investment Indicates that Competition is Irreversible

23. The sunk cost of CLEC investment in local competition in Florida provides additional assurance that Florida consumers have, and will continue to have, alternatives for local exchange service. As CLECs themselves have explained, they have already invested millions of dollars in developing fiber access and transport facilities and switching capabilities, and in establishing facilities-based operations throughout Florida:

a. "PaeTec's network strategy is based on a 'smart-build' network that combines leased local fiber, transmission facilities, and unbundled service components with switches PaeTec owns and operates."[26]

b. "Allegiance is employing an evolving 'smart-build' model that involves connecting its own Lucent 5ESS switches (which are installed in the CO) to the ILEC tandem switches and IXC (interexchange or long distance) carrier POPs (points of presence) by leasing trunking facilities from ILECs and CLECs."[27]

[26] PaeTec Communications: Corporate profile Dec. 26, 2000.

< http://www.paetec.com/family/comm/comm_profile.html>.

[27] "ALGX: Pledging Allegiance – Initiating Coverage with a Buy Rating," Robertson Stephens news release, Oct. 11, 2000.

c. "FDN (Florida Digital Network) is building networks in Florida's six largest cities, each using the same serving strategy. A core 'Hub' will house a Class 5 central office switching system and be connected by fiber optic cable to the nearby ILEC tandem. The FDN owned fiber cable is being installed in existing ILEC conduit .... FDN intends to lease 100 or 200 sq. ft. "Co-location cages" within the ILEC wire centers to allow access to unbundled loops. Remote switching equipment will be installed within these co-locations and will provide dial tone on these unbundled loops."[28] (Text in parenthesis added.)

d. "ITC^Deltacom .....provides integrated telecommunications and technology solutions to businesses in the southern United States.....The Company operates 37 branch offices in nine states, and its 10-state fiber optic network of approximately 9,730 miles, reaches approximately 150 points of presence. ITC^Deltacom has interconnection agreements with BellSouth, ...for resale and access to unbundled network elements and is a certified Competitive Local Exchange Carrier (CLEC) in ..... and all nine BellSouth states."[29]

24. Facilities-based CLECs have built high capacity state-of-the-art transmission facilities utilizing fiber optic cable that currently service the business district of major Florida metropolitan areas. As another example, KMC Telecom currently serves Brevard, Daytona Beach, Fort Myers, Greater Pinellas, Pensacola, Sarasota and Tallahassee, Florida.[30] CLECs are increasingly using the newest technologies, e.g., voice-over-DSL (VoDSL), "softswitch" IP and microwave systems, to offer integrated communications services on a cost-effective basis. By equipping broadband networks with gateways to the public switched telephone network, CLECs provide facilities-based local exchange services to their customers. Network Telephone, a CLEC with an approved interconnection agreement with BellSouth and certified in Florida, is one example:

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[28] Florida Digital Network – *Network*, <http://www.floridadigital.net/company/network.cfm> July 28, 2000.

[29] *ITC^Deltacom Report First Quarter 2001 Results*, May 2, 2001 retrieved May 16, 2001 from <http://www.itcdeltacom.com/investor_financial.html>.

[30] "In each of its local markets, KMC invests in a network infrastructure that is designed to reach approximately 80% of the business access lines through either a direct connection or unbundled network elements leased from the ILEC. KMC generally lays up to 25 miles of advanced fiber-optic local SONET networks in each market." Retrieved May 12, 2001 from <http://www.kmctelecom.com/company/index.cfm.cfm>

a. "Network Telephone, a competitive local exchange carrier (CLEC) based in Pensacola, Fla., will deploy Lucent's PathStar Access Server ™ with Copper Mountain's CopperEdge DSL Concentrators and CopperRocket ™ Integrated Access Devices to provide voice, data and high-speed Internet access over DSL (digital subscriber line) to business customers in nine states across the Southeast US. ...We believe this voice over DSL (VoDSL) solution will provide us a cutting-edge multi-service network. The PathStar ™ solution will enable service providers to **deliver eight or more telephony subscriber lines and high-speed data services over a single unbundled local loop**." [31] (Emphasis added)

25. As shown in Tables 1 and 2 above, BellSouth conservatively estimates that CLECs are serving approximately 4.5% of the residential lines in BellSouth's area in Florida. Although most CLECs are targeting the business segment and deploying the latest technologies to serve metropolitan areas first, the prospects for benefits to residential consumers are very good. Increased choices for consumers are evident from the numerous CLECs offering residential service in Florida. The telephone directories, upon CLEC request, are required to include contact information for CLECs serving their areas. For example, the directory for Brooksville lists nineteen different competing residential local service providers, the Cedar Key directory lists twenty-six, the Chipley directory lists twenty-five, the Dunnellon directory lists twenty-eight, and the Fernandina Beach directory lists twenty-six competitors. Additional directory examples of the number of CLECs listed offering residential service include Florida Keys - 28, Green Cove Springs - 21, Havana - 24, Lake City - 25 and Palatka - 17. Finally, the ALTS Annual Report for 2001 addresses the current state of competitive development: "The business wireline market is one of the most attractive markets for many CLECs. To raise capital and build their networks, CLECs must target customers that offer the greatest rate of return. This strategy is consistent with how the Bell system originally

[31] Network Telephone Selects Lucent Technologies and Copper Mountain Networks to Deploy DSL, Press Release July 20, 1999, available at <http://www.networktelephone.net/press.html>. NTC's PowerLine DSL™ is offered in

erected its network, first to serve highly concentrated areas .... Such high-volume clients enable CLECs to take advantage of geographic concentration and network scalability. As the industry matures, we will see a greater push into residential markets further expanding the benefits of competition." [32]

IV. OTHER TYPES OF LOCAL SERVICE COMPETITION

26. **A. Cable Telephony**

By equipping their networks with switching capability, cable companies provide competitive local exchange services to both business and residential customers passed by their hybrid fiber/coax network. MediaOne is already providing facilities-based local service in Florida, and other cable companies can be expected to do the same.[33] Cable facilities, such as those of Time Warner, have also expedited and provided cost economies benefiting telephony competition.[34] The investment firm, Dresdner Kleinwort Wasserstein, recently reported: [35]

- "Cable telephony (CT) has demonstrated successful penetration rates in the limited areas where CATV companies (AT&T, Cox) have pushed forward deployment. Others are waiting for VoIP to become viable before deployment."

- "Cox and AT&T have demonstrated initial success .....that has racked up one million customers out of eight million households with available service, a 12.5% penetration

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over 50 cities in Florida.

[32] ALTS 2001, at 10.

[33] The AT&T Broadband web site recently showed residential Digital Telephone available in the Jacksonville, Florida area (10 Zip codes specified) and Pompano Beach, Florida area (12 Zip codes specified). "Service Availability and Pricing," retrieved March 8, 2001 (showing Jacksonville) from http://www.mediaone.com/countrywide/products_services/telephone/teleph7.htm and (showing Pompano Beach) from http://www.mediaone.com/countrywide/products_services/telephone/teleph8.htm, respectively.

[34] *Time Warner Telecom Profile* ,from Busines.com[SM] retrieved Jan. 6, 2001 from <http://www.business.com/telecommunications/.... clec/time_warner_telecom/profile/> "In addition, the company benefits from its strategic relationship with Time Warner Cable (TW Cable) both through access to local right-of-way and construction cost sharing. As a result, the company's networks have been constructed primarily through licensing the use of fiber capacity from TW Cable."

[35] *DKWR: Cable Telephony*, US Telecom Services Industry, May 21, 2001, Analysts Bruce Roberts and Steve Delucia.

rate."

- "Cox believes that without CT, they would attain a 60% video market share..... In multi-dwelling residential complexes (MDUs), the addition of CT has an astounding impact on cable TV video penetration. .....Cox is achieving up to a 90% cable TV penetration when bundled with Cox CT in the context of a bundled discount price. ....and in new MDUs, 95% of Cox video customers take Cox telephone service."

B. PCS Providers

The price, grade of service, transmission quality, and available coverage areas of wireless based communications have improved dramatically to the point that, for an increasing number of users, wireless services offer real competition to traditional wireline communications. WorldCom concurs, stating: "Secondly, from a market perspective, it is undeniable that wireless services function as effective substitutes for both local and toll calls carried over wireline networks." [36]

V. CONCLUSION

27. This affidavit demonstrates that BellSouth meets the Track A requirement of Section 271(c)(1)(A) of the Telecommunication Act and shows that the Florida Commission, the FCC, BellSouth, and the CLEC industry have been successful in bringing competitive choices to the people of Florida. CLECs have invested, and continue to invest, millions of dollars in their own facilities. The level of competition demonstrates that BellSouth has provided CLECs access to its network facilities and services in order to enable them to deliver services over their own network facilities; over their own network facilities in combination with elements of BellSouth's network; and through the resale of BellSouth-provided service offerings. Competition is healthy, growing and irreversible.

28. This concludes my affidavit.

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[36] WorldCom Comments, Universal Service Generic Contested Case, Docket No. 97-00888, May 14, 2001 at 2.

The information contained in this affidavit and its Exhibits is true and correct to the best of my knowledge and belief.

Executed on May 29, 2001.

Victor K. Wakeling

STATE OF Georgia
COUNTY OF Fulton
Subscribed and sworn to before me
this 29th day of May, 2001.

Linda M. Hobbs

Notary

Notary Public, Gwinnett County, Georgia
My Commission Expires March 17, 2003

VKW-1
"FPSC ALPHABETICAL LISTING
OF REGULATED TELECOMMUNICATIONS
COMPANIES: ALTERNATIVE LOCAL
EXCHANGE," UPDATED
AS OF MAY 17, 2001

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Search the F.P.S.C. Web Site

F.P.S.C. Alphabetic Listing of Regulated Telecommunications Companies: Alternative Local Exchange

Last Updated on 5/17/01

Name	Company Code
1-800-RECONEX, Inc.	TX216
2001 Telecommunications Inc.	TX212
2nd Century Communications, Inc.	TX262
360networks (USA) inc.	TX524
@link Networks, Inc.	TX329
@Xess Communications, Inc.	TX302
A 1 Mobile Tech, Inc.	TX218
A.R.C. Networks, Inc.	TX047
Access Integrated Networks, Inc.	TX326
Access Point, Inc.	TX195
AccuTel of Texas, Inc.	TX377
ACSI Local Switched Services, Inc. d/b/a e.spire Communications, Inc.	TX139
Actel Integrated Communications, Inc.	TX314
Adelphia Business Solutions Investment, LLC	TX278
Adelphia Business Solutions of Florida, Inc.	TA004
Adelphia Business Solutions of Jacksonville, Inc.	TA003
Adelphia Telecommunications of Florida, Inc.	TX180
Advanced TelCom Group, Inc.	TX431
Advent Consulting and Technology, Inc.	TX124
AirTIME Technologies, Inc.	TX269
ALEC, Inc.	TX163
All Kinds Cashed, Inc.	TX243
Allegiance Telecom of Florida, Inc.	TX342
Allied Riser of Florida, Inc.	TX426
ALLTEL Communications, Inc.	TX114

Alternative Access Telephone Communications Corp. d/b/a AA Tele-Com	TX169
Alternative Phone, Inc.	TX087
Alternative Telecommunication Services, Inc. d/b/a Second Chance Phone	TX188
AMAFLA Telecom, Inc.	TX438
American Communication Services of Jacksonville, Inc. d/b/a e.spire Communications, Inc.	TX040
American Fiber Network, Inc.	TX393
American Fiber Systems, Inc.	TX540
American MetroUtilities Corporation/Florida	TX173
AmeriMex Communications Corp.	TX448
Annox, Inc.	TX108
APPLIANCE & TV RENTALS, INC. d/b/a Fones-4-U	TX266
Arbros Communications Licensing Company S.E., LLC	TX434
Arrow Communications, Inc. d/b/a ACI	TX033
Asset Channels-Telecom, Inc.	TX398
AT&T Communications of the Southern States, Inc. d/b/a AT&T	TA023
Atlantic Telecommunication Systems, Inc. d/b/a ATS	TX076
Atlantic.Net Broadband, Inc.	TX283
Atlas Communications, Ltd.	TX151
ATN, Inc. d/b/a AMTEL NETWORK, INC.	TX471
Auglink Communications, Inc.	TX532
Available Telecom Services, Inc.	TX513
Avana Communications Corporation d/b/a AvanaCom	TX381
Axsys, Inc. d/b/a Axsys, Inc./Tel Ptns.	TX140
Backbone Communications Inc.	TX429
Basic Phone, Inc.	TX446
Baytel Communications, Inc.	TX506
BD Webb Enterprise, Inc. d/b/a Quad City Communications, Inc.	TX440
Beauty Town, Inc. d/b/a Anns Communication	TX418
BellSouth BSE, Inc.	TX137
BellSouth Telecommunications, Inc.	TX031
Birch Telecom of the South, Inc. d/b/a Birch Telecom and d/b/a Birch	TX476
Biz-Tel Corporation	TX497
Bizy Phones, Inc.	TX419
BlueStar Networks, Inc.	TX304
Broadband Digital Technologies, Inc.	TX460
BroadBand Office Communications, Inc.	TX407
Broadband2Wireless US, Inc.	TX528

BroadRiver Communication Corporation	TX427
Broadslate Networks of Florida, Inc.	TX405
BroadStream Corporation	TX294
BroadStreet Communications, Inc.	TX436
Broadtier Communications, Inc.	TX461
Broadwing Local Services Inc.	TX494
Broward Business Service, Inc. dba Festival Telephone Services, Inc. and dba Communication Service Centers	TX049
Budget Comm	TX500
Budget Phone, Inc.	TX307
BudgeTel Systems, Inc.	TX126
Burno, Inc. d/b/a Citywide-Tel	TX174
Business Communications, Inc.	TX557
Business Telecom, Inc. d/b/a BTI	TX105
Buy-Tel Communications, Inc.	TX211
C.B. Telecomm, Inc.	TX560
C2C Fiber of Florida, Inc.	TX477
Cable & Wireless USA, Inc.	TX022
Caronet, Inc.	TX298
CAT Communications International, Inc.	TX336
Cbeyond Communications, LLC	TX486
CCCFL, Inc. d/b/a Connect!	TX338
Centennial Florida Switch Corp.	TX473
Choctaw Communications, Inc. d/b/a Smoke Signal Communications	TX189
CI2, Inc.	TX334
Ciera Network Systems, Inc.	TX348
City of Lakeland	TA018
City of Ocala	TX097
City of Tallahassee	TX153
Claricom Networks, Inc. d/b/a Staples Communications-Networks	TX395
Cleartel Communications, Inc.	TX320
Columbia Telecommunications, Inc. d/b/a axessa	TA026
Comcast MH Telephony Communications of Florida, Inc.	TA009
Comcast Telephony Communications of Florida, Inc.	TA015
Comm South Companies, Inc. d/b/a Florida Comm South	TX531
Compact Data Systems, Inc.	TX403
Compass Telecommunications Incorporated	TX271
ComScape Communications, Inc.	TX281

COMUSA, Inc.	TX083
Concert Communications Sales LLC	TX297
ConnectSouth Communications of Florida, Inc.	TX430
Consumer Credit Assistance, Inc.	TX406
Convergence, Inc.	TX310
Convergent Communications Services, Inc.	TX378
Coral Telecom, Inc.	TX451
CoreComm Florida, Inc.	TX411
Cox Florida Telcom, L.P. d/b/a Cox Communications	TA027
Credit Loans, Inc. d/b/a Lone Star State Telephone Co.	TX349
CRG International, Inc. d/b/a Network One	TX080
CTC Communications Corp.	TX554
David A. Chesson and Ted J. Moss d/b/a Phone-Out/Phone-On	TX445
David A. McGuire d/b/a Simply Communications	TX527
Daytona Telephone Company	TX250
Deland Actel, Inc.	TX435
Delta Phones, Inc.	TX534
DialTek, LLC d/b/a DTK Telecommunications, LLC	TX323
DIECA Communications, Inc. d/b/a Covad Communications Company	TX237
Digital Access Communications of Florida, Inc.	TX537
Direct-Tel USA, LLC	TX170
Direct2Internet Corp.	TX518
DLC Enterprises, Inc. d/b/a Direct Link Communications, Inc.	TX516
DPI-Teleconnect, L.L.C.	TX249
DSL Telecom, Inc.	TX496
DSLnet Communications, LLC	TX288
DV2, Inc.	TX441
Eagle Communications, Inc. d/b/a Eagle Telco, Inc.	TX146
Easton Telecom Services Inc.	TX107
Easy Phone, Inc. d/b/a Easy Tel, Inc.	TX057
Easy Telephone Services Company	TX390
EasyComm Corporation	TX226
Edge Connections, Inc.	TX478
ElectroNet Intermedia Consulting, Inc.	TX160
Electronic Technical Services (E.T.S.)	TX135
eMeritus Communications, Inc.	TX039
Enkido, Inc.	TX453

Enron Telecommunications, Inc.	TX523
EPICUS, Inc. d/b/a EPICUS	TX023
Ernest Communications, Inc.	TX244
essential.com, inc.	TX402
Essex Communications, Inc. d/b/a eLEC Communications	TX325
ET Telephone, Inc.	TX423
Eureka Telecom, L.L.C.	TX508
Everest Broadband Networks of Florida, Inc.	TX541
Everest Connections Corporation	TX480
eVoice Telecom, Inc.	TX561
Evolution Networks South, Inc.	TX511
eVulkan, Inc. d/b/a beMANY!	TX468
Excel Telecommunications, Inc.	TX037
EXCELINK COMMUNICATIONS, INC.	TX228
Express Phone Service, Inc.	TX481
EZ Talk Communications, L.L.C.	TX155
FairPoint Communications Solutions Corp.	TX428
FLATEL, Inc. d/b/a Florida Telephone Company	TX164
Florida City-Link Communications, Inc.	TX142
Florida Consolidated Multi-Media Services, Inc.	TX420
Florida Digital Network, Inc.	TX230
Florida Municipal Power Agency	TX536
Florida Phone Systems, Inc.	TX369
Florida Public Telecommunications Association, Inc.	TX029
Florida Telephone Services, LLC	TX119
Focal Communications Corporation of Florida	TX186
FreedomTel, Inc.	TX290
Frontier Communications of America, Inc.	TX493
Fuzion Wireless Communications Inc.	TX335
Gainesville Regional Utilities d/b/a GRU Communication Service/GRUCom/GRU	TX062
Ganoco, Inc. d/b/a American Dial Tone	TX274
Genesis Communications International, Inc.	TX415
Global Broadband, Inc.	TX495
Global Crossing Local Services, Inc.	TX176
Global Crossing Telemanagement, Inc.	TX154
Global Metro Networks Florida, LLC	TX533
Global NAPS, Inc.	TX224

Global Telelink Services, Inc.	TX487
Globalcom Inc. d/b/a GCI Globalcom Inc.	TX261
Globaltron Communications Corporation	TX562
GoBeam Services, Inc.	TX542
Golden Harbor of Florida, Inc. d/b/a Hometown Telephone of Florida, Inc.	TX118
Grande Communications Networks, Inc.	TX455
Group Long Distance, Inc.	TX143
GTC Telecom, Inc. d/b/a Curbside Communications	TX459
Gulf Coast Communications, Inc.	TX392
Hayes Telecommunications Services, Inc.	TA022
High Tech Communications of Central Florida, Inc.	TX432
HJN Telecom, Inc.	TX282
HTR & L Enterprises, Inc. d/b/a Hart Communications	TX094
ICG Telecom Group, Inc.	TA017
IDS Telcom LLC	TX559
IG2, Inc.	TX247
Image Access Communications, Inc. d/b/a NewPhone	TX254
Intellicall Operator Services, Inc. d/b/a ILD	TX181
Intelligence Network Online, Inc.	TX363
Intelogistics Corp.	TX538
Interactive Services Network, Inc. d/b/a ISN Communications	TX364
InterCept Communications Technologies, Inc.	TX315
InterCom Network, Inc.	TX321
Intercontinental Communications Group, Inc. d/b/a Fusion Telecom	TX270
Interlink Telephony, Inc.	TX263
Interloop, Inc.	TX404
Intermedia Communications, Inc.	TA001
International Exchange Communications, Inc. d/b/a IE Com	TX079
International Telcom, Ltd.	TX156
Intetech, L.C.	TX027
IPVoice Communications, Inc.	TX488
ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom	TX056
ITS Telecommunications Systems, Inc.	TX085
JATO Operating Two Corp.	TX331
Jones Phones	TX355
Kenarl Inc. d/b/a Lake Wellington Professional Centre	TX175
Kernan Associates, Ltd. d/b/a St. Johns Estates	TX545

Kexa Corp d/b/a Capital Exploration	TX209
King Communications & Services, Inc.	TX365
KingTel, Inc.	TX285
Kissimmee Utility Authority	TX514
KMC Telecom II, Inc.	TX183
KMC Telecom III, Inc.	TX292
KMC Telecom Inc.	TX046
KMC Telecom V, Inc.	TX470
Knology of Florida, Inc.	TX215
LCI International Telecom Corp. d/b/a Qwest Communications Services	TX026
LecStar Telecom, Inc.	TX394
Legends Communications, Inc.	TX345
Level 3 Communications, LLC	TX238
LightNetworks, Inc.	TX401
LightSource Telecom I, LLC	TX525
Lightyear Communications, Inc.	TX257
Lindsey L. Harris d/b/a H & L Taxhaus Communications	TX422
Local Line America, Inc.	TX106
Looking Glass Networks, Inc.	TX475
Lyxom, Inc.	TX530
Madison River Communications, LLC	TX129
Mainstream Communications, L.L.C. d/b/a Mainstream New Media	TX489
Max-Tel Communications, Inc. d/b/a Florida's Max-Tel Communications, Inc.	TX157
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MCI Telecommunications Corporation d/b/a MCI Telecommunications Corporation and dba MCI WorldCom	TA020
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MediaOne Florida Telecommunications, Inc. d/b/a AT&T Broadband Florida Telecommunications and d/b/a AT&T Digital Phone	TX014
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MET Communications, Inc.	TX104
Metro FiberLink, Inc.	TX466
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Metropolitan Fiber Systems of Florida, Inc.	TA012
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Metstream Communications, Inc.	TX548

Microsun Telecommunications, Inc.	TX199
Miracle Communications	TX366
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Mpower Communications Corp.	TX136
MVX.COM Communications, Inc.	TX372
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Network Telephone Corporation	TX187
NetworkIP, L.L.C.	TX520
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New Edge Network, Inc. d/b/a New Edge Networks	TX380
NewSouth Communications Corp.	TX255
nii Communications, Ltd.	TX553
Norcom, Inc.	TX386
North American Telecommunications Corporation d/b/a Southeast Telephone Company	TX162
North County Communications Corporation	TX555
NorthPoint Communications, Inc.	TX198
NOS Communications, Inc. d/b/a International Plus d/b/a O11 Communications d/b/a The Internet Business Association d/b/a I Vantage Network Solutions	TX227
NOW Communications, Inc.	TX197
Ntegrity Telecontent Services Inc.	TX502
NUI Telecom, Inc.	TX400
NuStar Communications Corp.	TX166
NuVox Communications, Inc.	TX192
NxGen Networks, Inc.	TX546
O1 Communications of Florida, LLC	TX391
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Omnicall, Inc.	TX158

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One EZ Call, Inc.	TX360
OnePoint Communications-Georgia, LLC d/b/a OnePoint Communications	TX134
OnePoint Services, L.L.C. d/b/a R.C.P. Services	TX469
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Oronoco Networks, Inc.	TX556
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Pacific Centrex Services, Inc.	TX535
PaeTec Communications, Inc.	TX234
Palm Beach Telephone Company	TX201
PARCOM Communications, Inc.	TX308
Pathnet, Inc. d/b/a Pathnet Communications, Inc.	TX388
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Pinnacle Telcom, Inc.	TX144
PNG Telecommunications, Inc. d/b/a PowerNet Global Communications	TX409
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For information regarding this report email us at mhoward@psc.state.fl.us.

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1	IUR (See 981629)	950985-TP PSC-96-1239-FOF-TP	MCI Metro Transmission Services, Inc.	5/15/96	5/15/98
1	Interconnection and Unbundling (See 971369)	960719-TP PSC-96-1215-FOF-TP (RESALE NOT RESOLVED IN THIS DOCKET, SEE DOCKET NO. 971369)	Time Warner AxS of Florida, L.P. and Digital Media Partners	6/1/96	6/1/98
1	IUR (see 970314)	960769-TP PSC-96-1236-FOF-TP	Intermedia Communications of Florida, Inc. (also known as ICI)	7/1/96	7/1/98
	Resale (see 971566)	960795-TP PSC-96-1251-FOF-TP (RENEGOTIATED ON 991085)	Telephone Company of Central Florida	5/28/96	5/28/98+1
	Resale	960845-TP PSC-96-1304-FOF-TP (SEE RENEG ON 970846)	SouthEast Telephone, Ltd. (NON-CERTIFICATED)	7/1/96	7/1/98+1

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	Resale (see 970769)	960852-TP PSC-96-1303-FOF-TP **TRANSFERRED CERT. TO THE OTHER PHONE COMPANY**	PayPhone Consultants, Inc. (PCI)	6/1/96	6/1/98+1
	Resale (see 971370)	960854-TP PSC-96-1305-FOF-TP (RENEG ON 971370)	Hart Communications Corporation (HTR&L)	6/1/96	6/1/98
1	Interconnection (see 980852)	960862-TP PSC-96-1313-FOF-TP	TelePort Communications Group (known as TCG)	7/15/96	7/15/99
	Interconnection	960863-TP PSC-96-1314-FOF-TP (RENEG ON 980474)	TriComm, Inc.	7/31/96	7/9/98
	Interconnection (see 981422)	960864-TP PSC-96-1315-FOF-TP (RENEG ON 981719)	American MetroComm Corporation	7/9/96	7/9/98
1	Resale (see 971232)	960967-TP PSC-96-1510-FOF-TP	Intetech, L.C.	7/25/96	12/31/96
	Interconnection and Resale (see 970238)	960968-TP PSC-96-1511-FOF-TP (CERT. EXPIRED)	National Telecommunications of Florida, Inc. dba NationalTel	7/19/96	7/19/98
1	IUR (see 990060)	960969-TP PSC-96-1509-FOF-TP	American Communication Services of Jacksonville (dba e.spire)	9/1/96	9/1/98

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	Interconnection	961005-TP **WITHDRAWN**	Competitive Communications, Inc.	N/A	N/A
1	IUR (see 970315 for 2nd amendment)	961053-TP PSC-96-1508-FOF-TP (THIS ORIGINAL AGREEMENT SHOULD HAVE BEEN FILED IN ARBITRATION 960757, SEE 960757 FOR AMENDMENTS)	Metropolitan Fiber Systems of Florida, Inc. (MFS)	8/26/96	Per amendment on 960757 (5 year term, expiration is 1/17/2002
	Resale	961402-TP PSC-97-0201-FOF-TP (SEE RENEG ON 980463)	Communications Brokerage Services	11/1/96	11/1/98+1
	Resale	961403-TP PSC-97-0202-FOF-TP (SEE RENEG ON 970859)	Annox, Inc.	10/10/96	10/10/98+1
1	Resale	961414-TP PSC-97-0285-FOF-TP	TIE Communications	10/15/96	6/1/98+1
1	Resale (see 970782)	970039-TP PSC-97-0439-FOF-TP	NOW Communications, Inc.	1/1/97	1/1/99+1
1	Resale (see 981427)	970041-TP PSC-970040-FOF-TP	Interlink Telecommunications of Florida dba Interlink (name changed to Intellicall Operator Services)	12/1/96	12/1/98+1

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	Resale	970042-TP PSC-97-0441-FOF-TP (SEE RENEG ON 971440)	U.S. Long Distance, Inc.	12/30/96	1/1/99+1
1	Resale	970043-TP PSC-97-0442-FOF-TP	American Communication Services, Inc.	12/20/96	06/20/97+ ½
2	IUR (see 970818)	970228-TP PSC-97-0685-FOF-TP	Vanguard Cellular Financial Corp.	2/11/97	2/11/98+1/2
2	Resale (see 970779)	970235-TP PSC-97-0686-FOF-TP	Southern Phon-Reconnek, Inc.	12/20/96	12/20/98+1(for 2 add'l years)
	Resale	970236-TP PSC-97-0687-FOF-TP (SEE RENEG 970780)	Onyx Distributing Company, Inc. d/b/a Florida Comm South	11/15/96	2 years+1 (for 2 add'l years)
	Resale	970237-TP PSC-97-0688-FOF-TP (SEE RENEG 970869)	Jetcom, Inc.	11/4/96	2 years+1 (for 2 add'l years)
	Amendment to Interconnection and Resale (see 970766)	970238-TP PSC-97-0689-FOF-TP (ORIG DOCKET 960968) (CERT. CANCELED)	National Telecommunications of Florida, Inc. dba NationalTel	1/30/97	Original Term
	Resale	970257-TP PSC-97-0693-FOF-TP (SEE RENEG 990239)	Strategic Technologies, Inc.	11/12/96	2 years+ month to month thereafter

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2	IUR (see 980026)	970260-TP PSC-97-0720-FOF-TP	Palmer Wireless, Inc.	3/1/97	3/1/98+1/2
2	Interconnection and Unbundling (see 970820)	970286-TP PSC-97-0694-FOF-TP	BellSouth Cellular Corp.	1/1/97	1/1/98+1/2
	Resale (see 970765)	970301-TP PSC-97-0695-FOF-TP (RENEG 990605)	Unique Communication, Inc.	5/19/97	2/1/99+1
	Resale	970302-TP PSC-97-0696-FOF-TP (RENEG 970856)	East Florida Communications, Inc.	5/19/97	2/19/99+1
2	Resale	970303-TP PSC-97-0697-FOF-TP	Easy Cellular, Inc.	3/3/97	3/3/99+1 (for 2 add'l years)
	Resale (see 970778)	970304-TP PSC-97-0698-FOF-TP (RENEG ON 991816)	Sterling International Funding, Inc. dba Reconex	5/19/97	2/1/99+1
2	Resale (see 971534)	970313-TP PSC-97-0776-FOF-TP	LCI International Telecom Corp.	6/10/97	2/6/99+1
2	Amendment to IUR (see 971230)	970314-TP PSC-97-0771-FOF-TP (ORIG DOCKET 960769)	Intermedia Communications, Inc.	2/24/97	Original Term
2	Amendment to IUR (see 980794)	970315-TP PSC-97-0772-FOF-TP (ORIG DOCKET 961053)	Metropolitan Fiber Systems of Florida, Inc. (MFS)	7/1/97	Original Term

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2	Interconnection (see 971451)	970316-TP PSC-97-0699-FOF-TP	360 Communications Company	3/1/97	3/1/98+1/2
	Resale	970342-TP PSC-97-0777-FOF-TP (SEE RENEG 980210)	Unidial Incorporated	11/15/96	11/15/98+1 (for 2 add'l yrs.)
	Resale	970343-TP PSC-97-0778-FOF-TP (SEE RENEG 970878)	Tele-Sys, Inc.	11/6/96	11/6/98+1 (for 2 add'l years)
	Resale (see 970791)	970344-TP PSC-97-0773-FOF-TP (SEE RENEG 970847)	Axsys, Inc.	6/10/97	4/1/99+1
	IUR (see 971413)	970345-TP PSC-97-0702-FOF-TP (SEE RENEG 980901)	US LEC of North Carolina, L.L.C.	11/1/96	11/1/98
2	IUR (see 971414)	970366-TP PSC-97-0786-FOF-TP	Winstar Wireless, Inc.	8/22/96	8/22/98
	Resale (see 981426)	970375-TP PSC-97-0774-FOF-TP (SEE RENEG 991624)	World Access Communications Corp.	4/1/97	4/1/99+1 (for 2 add'l years)
2	IUR	970376-TP PSC-97-0789-FOF-TP	Fiber South of Florida, Inc.	2/18/97	2/18/99
2	Interconnection (see 980381)	970416-TP PSC-97-0700-FOF-TP	ALLTEL Mobile Communications	3/20/97	3/20/98+1/2

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	Resale	970417-TP PSC-97-0820-FOF-TP (SEE RENEG 970857)	TEL-LINK, L.L.C.	6/24/97	3/15/99+1
2	Interconnection (see 980400)	970436-TP PSC-97-0821-FOF-TP	Powertel, Inc.	4/01/97	4/1/99
	Resale	970437-TP PSC-97-0818-FOF-TP (SEE RENEG ON 970867)	TTE, Inc.	4/1/97	4/1/99
3	Interconnection	970438-TP PSC-97-0701-FOF-TP	AT&T Wireless	3/1/97	3/1/98+1/2
3	IUR (see 971616)	970454-TP PSC-97-0857-FOF-TP	KMC Telecom, Inc.	2/24/97	2/24/99
3	IUR (see 980413)	970476-TP PSC-97-0934-FOF-TP	United States Cellular Corp	7/15/97	7/15/99+1/2
3	Interconnection Unbundling (see 980203)	970477-TP PSC-97-0933-FOF-TP	Sprint Spectrum LP	4/1/97	4/1/98
3	Interconnection	970488-TP PSC-97-0920-FOF-TP	Prime Co Personal Communications	4/1/97	4/1/98
	Resale	970489-TP PSC-97-0919-FOF-TP (SEE RENEG 970858)	Wright Business, Inc.	7/15/97	4/15/99+1
	IUR	970532-TP PSC-97-0935-FOF-TP (SEE RENEG ON 971435)	ICG Telecom Group, Inc.	1/31/97	1/31/99

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4	Resale (see 981716)	970687-TP PSC-97-1063-FOF-TP	Inter-World Communications	8/18/97	5/19/99+1
	Resale	970688-TP PSC-97-1064-FOF-TP (SEE RENEG 991911)	COMUSA, Inc.	5/15/97	5/15/99+1
	Resale (see 981474)	970689-TP PSC-97-1065-FOF-TP (SEE RENEG ON 990879)	RGW Communications, Inc.	8/18/97	5/15/99+1
	Amendment to Resale (see 980202)	970765-TP PSC-97-1204-FOF-TP (SEE RENEG ON 990605)	Unique Communications, Inc.	4/29/97	Original Term
	Amendment to Resale (see 981628)	970766-TP PSC-97-1179-FOF-TP (ORIG DOCKET 960968) (CERT. CANCELED)	National Telecommunications of Florida, Inc. dba NationalTel	4/9/97	4/9/99
4	Resale (see 981471)	970767-TP PSC-97-1067-FOF-TP	Time Warner Connect	4/25/97	4/25/99+1
4	Resale	970768-TP PSC-97-1180-FOF-TP	Preferred Carrier Services, Inc. (dba Telefonos Para Todos and dba Phones for All)	5/7/97	5/7/99+1
4	Resale (see 990057)	970769-TP PSC-97-1181-FOF-TP (SEE ARBITRATION 990108)	The Other Phone Company, Inc.	4/29/97	4/29/99+1

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	Amendment to Resale (see 990379)	970778-TP PSC-97-1212-FOF-TP (ORIG DOCKET 970304) (SEE RENEG 991816)	Sterling International Funding, Inc. dba Reconex	5/16/97	Original Term
4	Amendment to Resale (see 970235)	970779-TP PSC-97-1274-FOF-TP	Southern Phon-Reconnek, Inc.	9/23/97	Original term
4	Resale (see 981712)	970780-TP PSC-97-1275-FOF-TP (SEE 970236)	Onyx Distributing Company, Inc. dba Florida Comm South	9/23/97	6/2/99+1
	Resale (see 981464)	970781-TP PSC-97-1279-FOF-TP ****CANCELLED****	Communication Options Southern Region, Inc.	9/23/97	6/1/99+1
4	Amendment to Resale (see 970039)	970782-TP PSC-97-1280-FOF-TP	NOW Communications	9/23/97	Original Term
	Resale	970783-TP PSC-97-1213-FOF-TP (SEE RENEG 971555)	Supra Telecommunications & Information Systems	6/1/97	6/1/99+1
	Amendment to Resale (see 970344)	970791-TP PSC-97-1281-FOF-TP (RENEG 970847)	Axsys, Inc.	9/23/97	Original Term
4	Interconnection (see 990044)	970799-TP PSC-97-1264-FOF-TP	Sprint-Florida, Inc.	7/1/97	7/1/99

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4	IUR (see 971238)	970804-TP PSC-97-1265-FOF-TP	DeltaCom, Inc.	7/1/97	7/1/99
	Interconnection	970805-TP PSC-97-1268-FOF-TP (SEE RENEG ON 000197)	GNET Telecom, Inc.	4/1/97	4/1/99
4	Interconnection (see 981631)	970806-TP PSC-97-1269-FOF-TP (SEE ADOPT. 982018)	Comm. Depot, Inc.	1/25/97	1/25/99
4	Amendment to IUR (see 970228)	970818-TP PSC-97-1284-FOF-TP	Vanguard Cellular Financial Corp.	10/1/97	Original Term
	Resale (see 971548)	970819-TP PSC-97-1214-FOF-TP (SEE RENEG 980966)	GTE Card Services dba GTE Long Distance	9/1/97	9/1/98+1
4	Amendment to Interconnection and Unbundling (see 971535)	970820-TP PSC-97-1282-FOF-TP (ORIG DOCKET 970286)	BellSouth Cellular Corp.	3/1/97	Original Term
4	Interconnection	970833-TP PSC-97-1289-FOF-TP (N/R)	Sprint Metropolitan Networks, Inc.	1/1/97	1/1/99
4	IUR (see 980032)	970834-TP PSC-97-1287-FOF-TP (N/R)	GTE MobilNet of the South, Inc.	9/23/97	9/23/99

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5	IUR (see 980031)	970835-TP PSC-97-1291-FOF-TP (N/R)	Florida RSA #1B (Naples) Limited Partnership	3/1/97	3/1/99+1/2
5	Interconnection (see 981421)	970836-TP PSC-97-1292-FOF-TP	Competitive Communications, Inc.	10/1/97	10/1/99
5	IUR (see 980027)	970837-TP PSC-97-1286-FOF-TP	GTE MobileNet of Tampa, Inc.	9/23/97	9/23/99
5	IUR (see 960845)	970846-TP PSC-97-1314-FOF-TP	SouthEast Telephone, Ltd.	10/7/97	10/7/99
	IUR	970847-TP PSC-97-1315-FOF-TP (RENEG 981026)	Axsys, Inc.	10/7/97	10/7/99
5	IUR (see 970891)	970854-TP PSC-97-1363-FOF-TP	Cybernet Group	4/15/97	4/15/99
5	Resale	970855-TP PSC-97-1339-FOF-TP	Budgetel Systems, Inc.	10/7/97	6/10/99+1
	Resale	970856-TP PSC-97-1355-FOF-TP (SEE RENEG ON 990830)	East Florida Communications, Inc.	10/7/97	6/9/99+1
5	Resale	970857-TP PSC-97-1356-FOF-TP (SEE ARBITRATION 991786)	Tel-Link of Florida, LLC.	10/7/97	3/15/99+1

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	Resale	970858-TP PSC-97-1357-FOF-TP (SEE RENEG 971564)	Wright Business, Inc.	10/7/97	6/16/99+1
	Resale (see 981669)	970859-TP PSC-97-1357-FOF-TP (SEE RENEG 991815)	Annox, Inc.	10/7/97	6/11/99+1
5	Resale (see 981465)	970867-TP PSC-97-1340-FOF-TP	TTE, Inc.	10/7/97	6/16/99+1
5	Resale (see 981702)	970868-TP PSC-97-1341-FOF-TP (SEE 991291; W/D)	Alliance Telecommunications, Inc.	10/7/97	6/17/99+1
	Resale (see 981703)	970869-TP PSC-97-1342-FOF-TP (CERT. CANCELED 12/31/98)	JetCom, Inc.	10/7/97	6/20/99+1
	Resale	970872-TP PSC-97-1359-FOF-TP (RENEG ON 990802)	Global National Telecommunications	10/7/97	6/11/99+1
5	Resale (see 991712)	970873-TP PSC-97-1360-FOF-TP	US Telco, Inc.	6/18/97	6/18/99+1+1
	Resale	970874-TP PSC-97-1338-FOF-TP (RENEG ON 980967)	Diamond Telephone Services, Inc.	6/27/97	6/27/99+1+1
5	Resale (see 990592)	970875-TP PSC-97-1314-FOF-TP	Business Telecom, Inc.	10/7/97	6/23/99+1

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	Resale (see 981460)	970877-TP PSC-97-1344-FOF-TP (RENEG ON 990741)	Data and Electronic Services, Inc.	10/7/97	6/24/99+1
5	Resale (see 981461)	970878-TP PSC-97-1345-FOF-TP	Tele-Sys, Inc. dba Access America	10/7/97	6/23/99+1
	Resale (see 981472)	970879-TP PSC-97-1346-FOF-TP (RENEG ON 991949)	TeleConex, Inc. dba TeleConex	10/7/97	6/23/99+1
	Resale	970880-TP PSC-97-1326-FOF-TP (RENEG ON 981719)	American MetroComm Corporation	10/7/97	6/25/99+1
	Resale	970881-TP PSC-97-1323-FOF-TP (SEE RENEG 991204)	EZ Phone, Inc.	10/7/97	10/7/99+1
6	IUR (see 981551)	970888-TP PSC-97-1332-FOF-TP	Interstate Telephone Group	4/15/97	4/15/99
6	IUR (see 980884)	970889-TP PSC-97-1333-FOF-TP	Orlando Business Telephone Systems, Inc.	6/25/97	6/25/99
6	IUR (see 982000)	970890-TP PSC-97-1329-FOF-TP	ALEC, Inc.	10/7/97	107/99
6	Amendment to IUR (see 970854)	970891-TP PSC-97-1318-FOF-TP	Cybernet Group	10/7/97	4/14/99+1

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	Resale (see 971450)	970892-TP PSC-97-1325-FOF-TP (SEE RENEG 991467)	Comm South Companies, Inc.	10/7/97	10/7/99+1
	IUR	970921-TP PSC-97-1330-FOF-TP (SEE RENEG 000023)	Orlando Digital Telephone Corporation.	10/7/97	10/7/99
	Resale (see 980882)	970922-TP PSC-97-1324-FOF-TP (RENEG 991501)	NeTel, Inc. dba TeL3	10/7/97	10/7/99+1
	Resale (see 981463)	970923-TP PSC-97-1322-FOF-TP (SEE ADOPTION 990981)	OmniCall, Inc.	10/7/97	10/7/99
	Resale (see 981467)	970939-TP PSC-97-1388-FOF-TP (RENEG ON 991500)	U.S. Dial Tone, Inc.	10/21/97	8/1/99+1
6	IUR (see 980877)	970940-TP PSC-97-1406-FOF-TP	NexTel Communications, Inc.	10/21/97	7/1/99+1/2
	Collocation	970941-TP PSC-97-1406-FOF-TP (SEE RENEG 991233)	BellSouth Long Distance	10/21/97	10/21/99
6	Collocation (see 971550)	971012-TP PSC-98-1489-FOF-TP	Time Warner AxS of Florida, L.P. dba Time Warner Communications	11/4/98	2yrs

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6	Collocation	971013-TP PSC-97-1490-FOF-TP (SEE ARB. 980119)	Supra Telecommunications & Information Systems	11/14/97	2yrs
	Resale	971014-TP PSC-97-1469-FOF-TP (SEE RENEG ON 991428)	Davco, Inc.	11/4/97	8/20/99+1
7	IUR (see 990351)	971017-TP PSC-97-1461-FOF-TP	ALLTEL Long Distance, Inc.	11/4/97	11/4/98+1
7	Interconnection	971036-TP PSC-97-1444-FOF-TP	Vista-United Telecommunicationsd	11/4/98	2yrs
	Resale (see 981468)	971038-TP PSC-97-1446-FOF-TP (RENEG ON 990147)	Access Integrated Networks, Inc.	11/4/97	7/22/99+1
7	Resale	971039-TP PSC-97-1471-FOF-TP	Robin Hood Telecomm	11/4/97	7/22/99+1
	Resale	971066-TP PSC-97-1468-FOF-TP (SEE RENEG 991429)	Prime Time Long Distance Service, Inc.	11/4/97	8/1/99+1
	Resale	971067-TP PSC-1472-FOF-TP (SEE IUR ADOPTION 992028)	OnePoint Communications-GA, LLC dba OnePoint Communications	11/4/97	7/21/99+2

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7	Resale	971068-TP PSC-97-1473-FOF-TP	USA eXchange LLC dba Omniplex Communications Group	11/4/97	8/11/99+1
	Resale	971082-TP PSC-97-1470-FOF-TP (SEE RENEG ON 980398)	International Design Group, Inc. dba USA Telecom	11/4/97	2yrs
7	Collocation	971083-TP PSC-97-1427-FOF-TP	Powertel, Inc.	11/4/97	2yrs
7	Amendment to IUR (see 980879)	971230-TP PSC-97-1617-FOF-TP (ORIG DOCKET 960769)	Intermedia Communications, Inc.	12/16/97	8/19/99
7	Resale (see 981670)	971231-TP PSC-97-1618-FOF-TP	Nustar Communications Corp.	12/16/97	9/1/98
7	Amendment to Resale (see 960967)	971232-TP PSC-97-1621-FOF-TP	Intetech, L.C.	12/16/97	7/31/98+1
	Resale	971233-TP PSC-97-1622-FOF-TP (CANCELED CERT.)	Guarantel, Inc.	12/16/98	9/12/99+2
7	Resale	971234-TP PSC-97-1623-FOF-TP	Fast Connections,	12/16/97	8/11/99+2
7	Resale	971235-TP PSC-97-1624-FOF-TP	Frontier Telemanagement, Inc.	12/16/98	8/4/99+2

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7	Amendment to IUR (see 990543)	971238-TP PSC-98-0045-FOF-TP (ORIG DOCKET 970804)	DeltaCom, Inc.	12/16/97	6/30/99
7	Resale	971364-TP PSC-98-0095-FOF-TP	Business Technology Systems, Inc. (name change to TechTel Communications, Inc.)	1/6/98	2yrs
	Resale	971365-TP PSC-98-0146-FOF-TP (CERT. CANCELED)	Preferred Payphones, Inc.	1/6/98	2yrs
	Resale (see 980871)	971366-TP PSC-98-0147-FOF-TP (SEE RENEG 991948)	MET Communications, Inc.	1/6/98	9/9/99
	Resale	971367-TP PSC-98-0148-FOF-TP (SEE RENEG 981828)	Local Line America, Inc.	1/6/98	2 yrs
7	IUR (see 980883)	971368-TP PSC-98-0144-FOF-TP	US West !nterprise America dba !nterprise America, Inc.	1/6/98	3yrs
7	Amendment to IUR (see 971536)	971369-TP PSC-98-0145-FOF-TP (ORIG. DOCKET 960719)	Time Warner AxS of Florida, L.P. dba Time Warner Communications	1/6/98	Original Term

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7	Resale (see 990678)	971370-TP PSC-98-0149-FOF-TP (SEE 960854)	HTR&L Enterprises, Inc. dba Hart Communications	1/6/98	2 yrs
	Resale (see 981701 W/D)	971371-TP PSC-98-0150-FOF-TP (SEE RENEG 981819)	Alternative Phone, Inc.	1/6/98	9/16/99
	Resale	971372-TP PSC-98-0151-FOF-TP (SEE RENEG 000160)	FLATEL Company Inc.	1/6/98	9/18/99
7	Collocation (see 981387)	971373-TP PSC-98-0442-FOF-TP (SEE IUR 981719)	American MetroComm Corp.	12/8/97	7/9/98
8	IUR	971407-TP PSC-98-0209-FOF-TP	Comcast MH Telephony Communications of FL	1/20/98	3yrs
	Amendment IUR (see 970345)	971413-TP PSC-98-0271-FOF-TP (SEE RENEG 980901)	US LEC of North Carolina, L.L.C.	1/20/98	Original Term
8	Amendment to IUR (see 981676)	971414-TP PSC-98-0272-FOF-TP (ORIG. DOCKET 970366)	Winstar Wireless, Inc. (Listed in docket as Winstar Telecomm. in error)	1/20/98	2yrs
8	Resale	971415-TP PSC-98-0273-FOF-TP	Choice Telephone Company, Inc.	1/20/98	2 yrs

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8	Resale	971416-TP PSC-98-0193-FOF-TP (SEE ARB. 992018)	Atlantic Telecommunication Systems, Inc.	1/20/98	2yrs
8	Resale (see 980403)	971417-TP PSC-98-0194-FOF-TP	The East American Group, Inc. dba DigiCell Telecommunications (name changed to The East American Group dba Florida Telephone Company and again to Florida Telephone Services)	1/20/98	2yrs
8	Resale	971418-TP PSC-98-0195-FOF-TP	Diamond Communications International Inc.	1/20/98	2yrs
8	Resale (see 981626)	971419-TP PSC-98-0196-FOF-TP	Metro Connection Inc. d/b/a TransAmerica Telephone	1/20/98	2yrs
8	Collocation	971420-TP PSC-98-0253-FOF-TP	Deltacom, Inc.	1/20/98	2yrs
8	IUR (see 980621)	971435-TP PSC-98-0221-FOF-TP	ICG Telecom Group, Inc.	1/20/98	1
8	Resale (see 991369)	971438-TP PSC-98-0197-FOF-TP	Telstar International Co., Inc.	1/30/98	2yrs
	Resale	971439-TP PSC-98-0198-FOF-TP (SEE IUR 990087)	Arrow Communications, Inc.	1/20/98	2yrs

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8	Resale	971440-TP PSC-98-0199-FOF-TP (SEE DOCKET 970042)	U.S. Long Distance	1/20/98	2yrs
	Amendment to Resale (see 990350)	971450-TP PSC-98-0256-FOF-TP (ORIG. DOCKET 970892) (RENEG ON 991467)	Comm South Companies, Inc.	1/20/98	Original Term
8	Amendment to IUR (see 980399)	971451-TP PSC-98-0257-FOF-TP (ORIG DOCKET 970316)	360 Communications Company	1/20/98	Original Term
8	Amendment to Resale (see 980835)	971534-TP PSC-98-0205-FOF-TP (ORIG DOCKET 970313)	LCI International Telecom Corp.	1/20/98	Original Term
8	Amendment to IUR (see 980201)	971535-TP PSC-98-0243-FOF-TP (ORIG. DOCKET 970286)	BellSouth Cellular Corp.	1/20/98	1 yr
8	Amendment to IUR (see 981420)	971536-TP PSC-98-0217-FOF-TP (ORIG. DOCKET 960719)	Time Warner AxS of Florida, L.P. dba Time Warner Communications	1/20/98	Original Term
	Resale	971537-TP PSC-98-0185-FOF-TP (SEE IUR 990148)	IDS Long Distance, Inc.	2/3/98	2yrs
8	IUR	971538-TP PSC-98-0220-FOF-TP	Philacom, Inc.	1/20/98	2yrs

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	Resale	971544-TP PSC-98-0214-FOF-TP (SEE RENEG 000167)	Broward Business Services, Inc.	2/3/98	2yrs
9	Resale	971545-TP PSC-98-0215-FOF-TP	Georgia National Acceptance Corp dba First Tel	2/3/98	2yrs
	Resale	971546-TP PSC-98-0216-FOF-TP (SEE IUR 980343)	Advent Consulting & Technology, Inc.	1/20/98	2yrs
	Resale	971547-TP PSC-98-0184-FOF-TP (CERT CANCELED 3/21/00)	Jerry Laquiere dba LEC-Link	1/20/98	2yrs
	Amendment to Resale (see 970819)	971548-TP PSC-98-0258-FOF-TP (SEE RENEG 980966)	GTE Communications Corporations (fka GTE Card Services)	1/20/98	Original Term
	Resale	971549-TP PSC-98-0183-FOF-TP (SEE IUR 991725)	Network One, Inc.	1/20/98	2yrs
9	Amendment to Collocation	971550-TP PSC-98-0263-FOF-TP (ORIG DOCKET 971012)	Time Warner AxS of Florida, L.P. dba Time Warner Communications	1/20/98	Original Term
9	Resale	971551-TP PSC-98-0182-FOF-TP	TeleBase Network Services	1/20/98	2yrs
9	Resale	971552-TP PSC-98-0264-FOF-TP	AT&T Wireless Services of Florida, Inc.	1/20/98	2yrs

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	Resale	971553-TP PSC-98-0181-FOF-TP (SEE RENEG 981817)	ABC Telecom	1/20/98	2yrs
9	IUR (see 990854)	971554-TP PSC-98-0203-FOF-TP	Bayou Telephone Company	1/20/98	2yrs
	IUR	971555-TP PSC-98-0206-FOF-TP (SEE RENEG 991444)	Supra Telecommunications & Information Systems	1/20/98	2yrs
9	IUR (see 991392 and 991706)	971561-TP PSC-98-0170-FOF-TP	Business Telecom, Inc. dba BTI	1/20/98	2yrs
9	Resale (see 981385)	971562-TP PSC-98-0254-FOF-TP	Pre-Cell Solutions, Inc.	1/20/98	2yrs
9	Resale (see 981466)	971563-TP PSC-98-0265-FOF-TP	Max-Tel Communications, Inc. dba Florida's Max-Tel Communications, Inc.	1/20/98	2yrs
9	IUR (see 990852)	971564-TP PSC-98-0372-FOF-TP	Wright Business, Inc.	2/17/98	2yrs
	Amendment to Resale (see 960795)	971566-TP PSC-98-0179-FOF-TP (SEE RENEG ON 991085)	Telephone company of Central Florida, Inc.	1/20/98	Original Term

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	Resale (see 980401)	971611-TP PSC-98-0160-FOF-TP (SEE IUR 990831)	Worldcom Technologies, Inc.	1/20/98	11/24/99
9	Resale	971612-TP PSC-98-0246-FOF-TP	Phone Link, Inc.	1/28/98	12/15/99
9	Amendment to IUR (see 980355)	971616-TP PSC-98-0204-FOF-TP (ORIG DOCKET 970454)	KMC Telecom Inc.	1/20/98	Original Term
9	Resale (see 991367)	980024-TP PSC-98-0422-FOF-TP	Burno, Inc. dba Integra Paging	3/24/98	2yrs
9	Amendment to IUR	980025-TP PSC-98-0423-FOF-TP (ORIG DOCKET 970818)	Vanguard Cellular Financial Corp.	3/24/98	Original Term
9	Amendment to IUR	980026-TP PSC-98-0424-FOF-TP (ORIG DOCKET 970260)	Palmer Wireless, Inc.	3/24/98	Original Term
9	Amendment to IUR	980027-TP PSC-98-0425-FOF-TP (ORIG DOCKET 970837)	GTE Mobilnet of Tampa, Inc.	3/24/98	2yrs
9	Resale (see 990354)	980028-TP PSC-98-0505-FOF-TP	Advanced Cellular Corp.	3/24/98	2yrs
9	Interconnection and Unbundling	980029-TP PSC-98-0511-FOF-TP	DigiPH PCS, Inc.	3/24/98	2yrs

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9	Amendment to Collocation	980030-TP PSC-98-0504-FOF-TP (NO ORIG. COLLOCATION DOCKET FOUND, SEE IUR ON 960862)	TCG South Florida	3/24/98	2yrs
9	Amendment to IUR	980031-TP PSC-98-0502-FOF-TP (ORIG DOCKET 970835)	Florida RSA #1B (Naples) Limited Partnership	3/24/98	2yrs
9	Amendment to Interconnection	980032-TP PSC-98-0426-FOF-TP (ORIG DOCKET 970834)	GTE MobilNet of the South, Inc.	3/24/98	2yrs
9	Resale	980033-TP PSC-98-0427-FOF-TP	Access Point, Inc.	3/24/98	2yrs
9	Resale (see 981699)	980034-TP PSC-98-0497-FOF-TP	Express Telecommunications, Inc.	3/24/98	2yrs
9	Resale (see 981550)	980036-TP PSC-98-0498-FOF-TP	Touch 1 Communications, Inc.	4/7/98	2yrs
9	Amendment to IUR	980201-TP PSC-98-0670-FOF-TP (ORIG DOCKET 970286)	BellSouth Cellular Corp.	4/28/98	Original Term
	Amendment to Resale (see 981473)	980202-TP PSC-98-0689-FOF-TP (SEE RENEG 990605)	Unique Communications, Inc.	4/28/98	Original Term

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9	Amendment to Interconnection	980203-TP PSC-98-0690-FOF-TP (ORIG DOCKET 970477)	Sprint Spectrum L.P.	4/28/98	Original Term
	Resale	980204-TP PSC-98-0672-FOF-TP (SEE IUR 980402)	Utilicore Corp.	4/28/98	2yrs
9	Resale	980205-TP PSC-98-0673-FOF-TP (SEE 981010)	North American Telecommunications Corp. dba Southeast Telephone Company	4/28/98	2yrs
10	Resale (see 981668)	980206-TP PSC-98-0674-FOF-TP	Communication Services Integrated, Inc.	4/28/98	2yrs
10	Resale (see 981775)	980207-TP PSC-98-0694-FOF-TP	A Plus Connect	4/28/98	2yrs
10	Resale	980208-TP PSC-98-0695-FOF-TP	Video Center, Inc.	4/28/98	2yrs
10	Resale (see 990587)	980209-TP PSC-98-0696-FOF-TP	Buy-Tel Communications, Inc.	4/28/98	2yrs
10	Resale (see 990442)	980210-TP PSC-98-0678-FOF-TP	Unidial Communications, Inc.	4/28/98	2 yrs
10	Resale (see 990621)	980211-TP PSC-98-0697-FOF-TP	Momentum Telecom, Inc.	4/28/98	2yrs
10	Resale (see 991940)	980212-TP PSC-98-0679-FOF-TP	EZ Talk Communications, LLC	4/28/98	2yrs

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	Resale (see 970923)	980213-TP PSC-98-0680-FOF-TP (SEE ADOPTION 981865)	OmniCall, Inc.	4/28/98	2yrs
10	IUR (see 981424)	980292-TP PSC-98-0700-FOF-TP	Teligent, Inc.	5/19/98	6/3/00
	IUR (see 981677)	980299-TP PSC-98-0782-FOF-TP (RENEG ON 990399)	Frontier Local Services, Inc.	12/16/97	12/16/99
10	IUR	980308-TP PSC-98-0773-FOF-TP	National Comm Link	5/19/98	2yrs
10	IUR (see 981419)	980309-TP PSC-98-0777-FOF-TP	Golden Harbor of Florida, Inc. dba Hometown Telephone, Inc.	5/19/98	2yrs
10	Resale	980337-TP PSC-98-0780-FOF-TP	Alternative Access Telephone Communications Corp dba AA Tele-Com	5/19/98	2yrs
11	IUR	980343-TP PSC-98-0781-FOF-TP	Advent Consulting and Technology, Inc.	5/19/98	2yrs
11	Amendment to Resale (see 981382)	980355-TP PSC-98-0784-FOF-TP (ORIG DOCKET 970454)	KMC Telecom Inc.	6/8/98	Original Term
11	Resale (see 990056)	980378-TP PSC-99-0886-FOF-TP	Communications Network Services, L.L.C.	7/16/98	2 yrs

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11	Resale (see 981470)	980379-TP PSC-98-0902-FOF-TP	State Communications, Inc. d.b.a. State Phone Company	7/16/98	18 months
11	Interconnection and Unbundling	980380-TP PSC-98-0887-FOF-TP	Aerial Communications, Inc.	7/16/98	2 yrs
11	Amendment to Interconnection	980381-TP PSC-98-0827-FOF-TP (ORIG DOCKET 970416)	ALLTEL Mobile Communications, Inc.	3/20/97	Original Term
11	Resale	980382-TP PSC-98-0828-FOF-TP	Quick-Tel Communications, Inc.	7/16/98	2 yrs
11	Resale (see 981386)	980383-TP PSC-98-0838-FOF-TP	One Call Telecom, Inc.	6/16/98	2 yrs
11	Collocation	980386-TP PSC-98-0839-FOF-TP	Level 3 Communications, L.L.C.	6/22/98	2 yrs
	Collocation	980387-TP PSC-98-0884-FOF-TP (RENEG ON 990128)	Teligent, Inc.	7/16/98	6/3/00
11	Resale	980388-TP PSC-98-0894-FOF-TP	Alternative Telecommunications Services, Inc.	6/16/98	2 yrs
	Resale (see 981997)	980389-TP PSC-99-0880-FOF-TP (RENEG 991688)	Direct-Tel, Inc.	11/7/97	11/7/99

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11	Resale	980390-TP PSC-98-0840-FOF-TP	Gulftel Communications	2/1/98	2/1/00
11	Resale (see 980839)	980391-TP PSC-98-0865-FOF-TP	John C. Chapman d.b.a. Chapman Diversified Services	2/9/98	2/9/00
11	Resale (see 980797)	980394-TP PSC-98-0841-FOF-TP	Basicphone, Inc.	2/13/98	2/13/00
11	Resale (see 981714)	980395-TP PSC-98-0848-FOF-TP	Push Button Paging and Communications, Inc.	2/13/98	2/13/00
11	Resale	980396-TP PSC-98-0849-FOF-TP (SEE RENEG 000252)	Tin Can Communications, L.L.C. d.b.a. The Cube	2/13/98	2/13/00
11	Resale	980397-TP PSC-98-0866-FOF-TP	Columbia Telemanagement, Inc.	2/5/98	2yrs
11	Resale (see 991916)	980398-TP PSC-98-0862-FOF-TP	International Design Group, Inc. d/b/a USA Telecom	2/17/98	2/17/00
11	Amendment to Interconnection	980399-TP PSC-98-0859-FOF-TP (ORIG DOCKET 970316)	360 Communications Company	7/26/98	Original Term
11	Amendment to Interconnection	980400-TP PSC-98-0895-FOF-TP (ORIG DOCKET 970436)	Powertel, Inc.	2/11/98	Original Term

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	Amendment to Resale	980401-TP PSC-98-0896-FOF-TP (ORIG DOCKET 971611) (SEE IUR 990831)	WorldCom Technologies, Inc.	2/18/98	Original Term
	IUR	980402-TP PSC-98-0888-FOF-TP (CERTIFICATE CANCELED)	Utilicore Corporation	2/9/98	2 yrs
11	Amendment to Resale (see 980832)	980403-TP PSC-98-0897-FOF-TP (ORIG DOCKET 971417) (SEE ARB. 991947)	The East American Group, Inc. dba Florida Telephone Company (fka The East American Group, Inc. dba DigiCell Telecommunications)	3/12/98	Original Term
11	Resale (see 981384)	980410-TP PSC-98-0851-FOF-TP	Choctaw Comm. L.C. dba Smoke Signal Comm.	2/23/98	2 yrs/2/23/00 1/28/98
11	Resale (see 990839)	980411-TP PSC-98-0852-FOF-TP	Tele-Source	2/2/98	2yrs
12	Resale	980412-TP PSC-98-0898-FOF-TP	USA Telecommunications, Inc.	3/12/98	2yrs
12	Amendment to Interconnection and Unbundling	980413-TP PSC-99-0899-FOF-TP (ORIG DOCKET 970476)	United States Cellular Corp	7/6/98	Original Term
	Resale	980414-TP PSC-98-0900-FOF-TP (CERT. CANCELED)	LDM Systems, Inc.	1/6/98	2yrs

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	Resale	980415-TP PSC-98-0860-FOF-TP (CERT. CANCELED)	Inside Edge Communications, Inc.	2/24/98	2yrs
	Resale	980416-TP PSC-98-0870-FOF-TP (SEE IUR 980860)	Network Telephone, Inc.	2/7/98	2yrs
12	Resale (see 980881)	980417-TP PSC-98-0871-FOF-TP	EZ-Connect, Inc.	2/20/98	2yrs
12	Resale (see 980796)	980418-TP PSC-98-0872-FOF-TP	Cellular Concepts and Paging, Inc.	2/24/98	2yrs
12	Resale (see 981710)	980419-TP PSC-98-0853-FOF-TP	Easy Phone, Inc.	2/20/98	2yrs
12	Resale	980450-TP PSC-98-0867-FOF-TP	American Telecommunications	3/1/98	2yrs
12	Resale (see 000175)	980451-TP PSC-98-0882-FOF-TP	P.V. Tel L.L.C.	3/16/98	2yrs
12	Resale (see 980838)	980452-TP PSC-98-0881-FOF-TP	Mobile Phone Company, Inc.	3/19/98	2yrs
12	Resale (see 981675)	980453-TP PSC-98-0883-FOF-TP	Pyramid Communications Services	3/19/98	2yrs
12	Interconnection and Unbundling (see 990604)	980461-TP PSC-98-0873-FOF-TP	Value Page, Inc.	06/16/98	1 yr

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12	Interconnection	980462-TP PSC-98-0868-FOF-TP	American Mobilphone Paging, Inc.	2/15/98	1 yr
12	Resale (see 980878)	980463-TP PSC-98-0869-FOF-TP	Communications Brokerage Serv., Inc.	3/19/98	2 yrs
12	Resale (see 980834)	980464-TP PSC-98-0863-FOF-TP	Cincinnati Bell Long Distance	6/16/98	2 years
12	Resale	980465-TP PSC-98-0847-FOF-TP	Atrio Enterprises dba Quick Connect Telecommunications	6/16/98	3/19/00
12	IUR	980468-TP PSC-98-0984-FOF-TP	LEC Unwired	3/1/98	2 yrs
12	IUR (see 981705)	980469-TP PSC-98-0986-FOF-TP	Eastland of Orlando Telephone Corp.	3/18/98	3/18/00
12	IUR (see 991365)	980473-TP PSC-98-0987-FOF-TP	Gainesville Regional Utilities dba GRU Communication Service/GRUCom/GRU	3/20/98	3/20/00
12	RENEG IUR (see 981423)	980474-TP PSC-98-0988-FOF-TP	TriComm, Inc.	3/18/98	3/18/00
12	Resale (see 990588)	980481-TP PSC-98-0989-FOF-TP	Comtec America, Inc. dba Power Voice	3/25/98	3/25/00
13	IURC (see 981381)	980482-TP PSC-98-0990-FOF-TP	KMC Telecom II, Inc.	2/23/98	2 yrs

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13	Resale	980588-TP PSC-98-1054-FOF-TP	ABC Connect	4/21/98	4/21/00+2
13	Resale	980589-TP PSC-98-1055-FOF-TP	Express Phone Company	4/20/98	4/20/00+2
13	Resale (see 990590)	980590-TP PSC-98-1056-FOF-TP	DMJ Communications	4/15/98	4/15/00+2
13	Resale	980591-TP PSC-98-1074-FOF-TP	Dialtone & More, Inc.	7/1/97	7/1/99+2
13	Resale (see 990608)	980592-TP PSC-98-1072-FOF-TP	Speedy Reconnect, Inc.	4/7/98	4/7/00+2
13	Resale	980593-TP PSC-98-1071-FOF-TP	Go-Tel, Inc.	4/13/98	4/13/00+2
13	Resale	980594-TP PSC-98-1067-FOF-TP	Digital Communications Technology, Inc.	4/1/98	4/1/00+2
13	Collocation	980595-TP PSC-98-1070-FOF-TP	TelTrust Communications Services, Inc.	7/21/98	2yrs
13	Collocation	980614-TP PSC-98-1052-FOF-TP	NEXTLINK, Florida, Inc.	7/21/98	3yrs
13	Amendment to Interconnection and Unbundling	980618-TP PSC-98-1121-FOF-TP	PrimeCo Personal Communications, L.P.	8/4/98	4/1/98 to renew every six months
13	Resale (see 981469)	980617-TP PSC-98-1120-FOF-TP	Vast-Tel Communications, Inc.	4/27/98	4/27/00+2

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13	Resale	980619-TP PSC-98-1146-FOF-TP	MicroSun Telecomm., Inc.	4/15/98	4/15/00+2
13	Interconnection Unbundling	980620-TP PSC-98-1145-FOF-TP	Omnipoint Comm. MB Operations, LLC	3/26/98	3/26/00
13	Amendment to IUR (see 980833)	980621-TP PSC-98-1122-FOF-TP (ORIG DOCKET 971435)	ICG Telecom Group, Inc.	8/4/98	Original Term
	IUR	980624-TP PSC-98-1123-FOF-TP (SEE RENEG 990991)	NewSouth Communications, LLC	4/17/98	1 yr from 10/7/97
13	IUR (see 981841)	980625-TP PSC-98-1147-FOF-TP	Satcom Systems, Inc. (name changed to TriStar Communications)	8/04/98	3 yrs.
13	IURC (see 981630)	980626-TP PSC-98-1166-FOF-TP	Computer Business Sciences, Inc.	8/4/98	4/13/00
14	IURC (see 981388)	980627-TP PSC-98-1149-FOF-TP	New Millennium Communications Corp	8/4/98	4/24/00
14	IURC	980628-TP PSC-98-1167-FOF-TP	Advance Phone Systems, Inc.	8/4/98	4/01/00
14	IUR (see 981671)	980629-TP PSC-98-1148-FOF-TP	Dakota Services, LTD (name change to @links Networks)	4/8/98	2 yrs
14	IUR (see 990257)	980636-TP PSC-98-1117-FOF-TP	Hyperion Telecom of Florida, Inc.	3/31/98	2 yrs

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14	Amendment to IUR (see 981383)	980794-TP PSC-98-1375-FOF-TP (ORIG DOCKET 961053)	Metropolitan Fiber Systems of Florida, Inc. (MFS)	9/22/98	Original Term
	Resale	980795-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (SEE ADOPTIONS)**	Cable & Wireless, Inc.	N/A	N/A
14	Amendment to Resale	980796-TP PSC-98-1393-FOF-TP (ORIG DOCKET 980418)	Cellular Concepts and Paging, Inc.	9/22/98	Original Term
14	Amendment to Resale (see 981700)	980797-TP PSC-98-1132-FOF-TP (ORIG DOCKET 980394)	Basicphone, Inc.	1/28/98	Original Term
14	Amendment to Resale	980832-TP PSC-98-1316-FOF-TP (ORIG DOCKET 971417)	The East American Group, Inc. dba Florida Telephone Co.	5/12/98	9/16/99+2
14	Second Amendment IUR	980833-TP PSC-98-1307-FOF-TP (ORIG DOCKET 971435)	ICG Telecom Group, Inc.	9/22/99	Original Term
14	Amendment to Resale	980834-TP PSC-98-1346-FOF-TP (ORIG DOCKET 980464)	Cincinnati Bell Long Distance	5/15/98	Original Term
14	Amendment to Resale	980835-TP PSC-98-1344-FOF-TP (ORIG DOCKET 970313)	LCI International Telecom Corp.	9/22/98	Original Term

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14	Resale (see 990847)	980836-TP PSC-98-1334-FOF-TP	Image Access, Inc.	5/6/98	2 yrs +2
15	Resale	980837-TP PSC-98-1308-FOF-TP	DNP Comm.	4/28/98	2 yrs+2
15	Amendment to Resale (see 990591)	980838-TP PSC-98-1422-FOF-TP (ORIG DOCKET 980452)	The Mobile Phone Co., Inc.	10/6/98	Original Term
15	Amendment to Resale	980839-TP PSC-98-1421-FOF-TP (ORIG DOCKET 980391)	Connect-A-Phone Company, Inc. (fka John C. Chapman dba Chapman Diversified Services)	10/6/98	Original Term
15	Amendment to Interconnection	980840-TP PSC-98-1419-FOF-TP	Knology Holding, Inc.	10/6/98	Original Term
15	Resale	980841-TP PSC-98-1442-FOF-TP	Southeastern Comm, Inc.	10/6/98	5/11/00
15	Resale	980842-TP PSC-98-1443-FOF-TP	Net-Tel Corp. Inc.	10/6/98	5/7/00
15	Resale	980843-TP PSC-98-1444-FOF-TP	Mid Atlantic Telephone Company	10/06/98	2yrs.
15	Resale	980844-TP PSC-98-1445-FOF-TP	Treehouse, Inc.	10/06/98	2yrs.
15	Resale	980848-TP PSC-98-1284-FOF-TP	EasyCom Corp.	6/9/98	2 yrs+2

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15	Resale	980849-TP PSC-98-1285-FOF-TP	Protecall Service, Inc.	6/1/98	2 yrs +2
15	Resale	980850-TP PSC-98-1286-FOF-TP	Spartan Debt Service Corp.	5/6/98	2 yrs +2
15	Resale	980851-TP PSC-98-1287-FOF-TP	First Touch, Inc.	6/9/98	2 yrs + 2
15	Amendment to IUR (see 981380)	980852-TP PSC-98-1335-FOF-TP (ORIG DOCKET 960862)	Teleport Communications Group, Inc. (now TCG South)	9/22/98	Original Term
15	Resale	980853-TP PSC-98-1180-FOF-TP	USA Telecommunications, Inc.	6/3/98	2 yrs
15	Resale (see 990593)	980854-TP PSC-98-1336-FOF-TP	United States Telecommunications, Inc.	9/22/98	9/22/00
15	Resale	980855-TP PSC-98-1337-FOF-TP	US Phone, Inc.	9/22/98	9/22/00
15	Resale (see 981769)	980856-TP PSC-98-1288-FOF-TP	International Telephone Group, Inc.	9/22/98	9/22/00
15	Resale (see 981773)	980857-TP PSC-98-1295-FOF-TP	Micro-Comm, Inc.	9/22/98	9/22/00
	Resale	980858-TP PSC-98-1296-FOF-TP (SEE RENEG ON 981585)	Express Title Financial Corporation d/b/a Express Telephone Services	9//22/98	9/22/00

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15	Resale	980859-TP PSC-98-1297-FOF-TP	Talk Time Communications, Ltd.	9/22/98	2 yrs
15	IUR (see 981389)	980860-TP PSC-98-1314-FOF-TP	Network Telephone Corp.	5/6/98	2 yrs
15	IUR (see 990297)	980861-TP PSC-97-1617-FOF-TP	MGC Communications, Inc.	8/19/97	8/19/99
15	IUR (see 990853)	980865-TP PSC-98-1329-FOF-TP	NorthPoint Communications, Inc.	6/9/98	2 yrs
16	Resale	980866-TP PSC-98-1338-TP	EZ-Tel Communications, Inc.	9/22/98	9/22/00
16	Resale	980867-TP PSC-98-1339-FOF-TP	Dial Tone, Inc.	6/25/98	2 yrs +2
16	Resale (see 981771)	980868-TP PSC-98-1340-FOF-TP	Smart-Tel	7/18/98	2 yrs +2
16	Resale	980869-TP PSC-98-1290-FOF-TP	World Link Long Distance	6/29/98	2 yrs+2
16	Amendment to Resale (see 000175)	980870-TP PSC-98-1291-FOF-TP (ORIG DOCKET 980451)	P.V.Tel., L.L.C.	9/22/98	Original Term
	Amendment to Resale	980871-TP PSC-98-1292-FOF-TP (ORIG. DOCKET 971366) (SEE RENEG 991948)	MET Communications, Inc.	9/22/98	Original Term

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16	Resale	980872-TP PSC-98-1293-FOF-TP	Call Us Communications, Inc.	6/9/98	2 yrs +2
16	Amendment to IUR	980877-TP PSC-98-1364-FOF-TP (ORIG DOCKET 970940)	Nextel West Corp fka Onecom Corporation	7/1/97	Original Term
16	Amendment to Resale (see 981842)	980878-TP PSC-98-1345-FOF-TP (ORIG DOCKET 980463)	Communications Brokerage Serv., Inc.	9/22/98	Original Term
16	Amendment to IUR (see 990187)	980879-TP PSC-98-1347-FOF-TP (ORIG DOCKET 960769)	Intermedia Communications, Inc.	9/22/98	Original Term
	IUR	980880-TP *WITHDRAWN BY CO. 8/5/98**	MCI Metro Access Transmission Svcs	---	---
16	Amendment to Resale	980881-TP PSC-98-1366-FOF-TP (ORIG DOCKET 980417)	EZ Connect, Inc.	9/22/98	Original Term
	Amendment to Resale (see 981672)	980882-TP PSC-98-1341-FOF-TP (ORIG DOCKET 970922) (RENEG 991501)	NeTel, Inc. dba TeL3	9/22/98	Original Term
16	Amendment to IUR (see 981768)	980883-TP PSC-98-1365-FOF-TP (ORIG. DOCKET 971368)	US West !nterprise America dba !nterprise America, Inc.	5/27/98	Original Term

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16	Amendment to IUR (see 981706)	980884-TP PSC-98-1369-FOF-TP (ORIG DOCKET 970889)	Orlando Business Telephone Systems, Inc.	6/2/98	Original Term
16	IUR (see 991395)	980886-TP PSC-98-1324-FOF-TP	NEXTLINK Florida, Inc.	6/23/98	3 yrs
16	IUR	980891-TP PSC-98-1328-FOF-TP	Ameritech Communications International, Inc.	9/22/98	6/10/00
16	IUR (see 981774)	980898-TP PSC-98-1326-FOF-TP	Navigator Telecommunications	10/15/98	10/15/00
16	Resale (see 990610)	980899-TP PSC-98-1342-FOF-TP	A 1 Mobile Technologies, Inc.	9/22/98	9/22/00
16	Resale (see 981778)	980900-TP PSC-98-1343-FOF-TP	Fast Phones, Inc.	9/22/98	9/22/00
17	IUR (see 990298)	980901-TP PSC-98-1331-FOF-TP	US LEC of Florida, Inc.	9/22/98	6/15/99
17	Resale (see 990986)	980907-TP PSC-98-1304-FOF-TP	Southern Telemanagement Group, Inc.	9/22/98	9/22/00
17	Resale (see 981709)	980924-TP PSC-98-1408-FOF-TP	Lighting Communications, Inc.	7/14/98	2 yrs/7/14/00
17	Resale	980925-TP PSC-98-1380-FOF-TP	Advantel	7/10/98	2 yrs/7/10/00

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17	Resale (see 981704)	980926-TP PSC-98-1381-FOF-TP	JTC Communications, Inc.	7/10/98	2 yrs/7/10/00
17	Resale (see 990235)	980944-TP PSC-98-1446-FOF-TP	Quintelco, Inc.	10/26/98	11/10/99
17	Resale	980945-TP PSC-98-1447-FOF-TP	Phoneright, LLC	10/06/98	7/10/00
17	Resale	980962-TP PSC-98-1413-FOF-TP	EZ Telephone, Inc. dba ET Home Phone	10/6/98	7/21/00
17	Resale (see 991955)	980963-TP PSC-98-1414-FOF-TP	Tennessee Waste Movers dba East Tennessee Phone Service	10/26/98	7/16/00
17	Resale (see 981665)	980964-TP PSC-98-1415-FOF-TP	Connect, LLC	10/6/98	7/27/00
17	Resale	980965-TP PSC-98-1416-FOF-TP	Bayou Connect, Inc.	10/6/98	7/21/00
17	IUR (see 981547)	980966-TP PSC-98-1431-FOF-TP	GTE Communications Corporations	10/6/98	a period of 3 yrs unless otherwise terminated
17	IUR (see 990234)	980967-TP PSC-98-1430-FOF-TP	Diamond Telephone Services, Inc.	10/6/98	7/14/00
18	Resale (see 981717)	980987-TP PSC-98-1412-FOF-TP	Global Connection of America, Inc	7/24/98	2 yrs

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18	Resale (see 990231)	980988-TP PSC-98-1448-FOF-TP (RENEG ON 991268)	Credit Loans, Inc. dba Lone Star Telephone	7/20/98	2 yrs
18	IUR (see 990440)	981004-TP PSC-98-1450-FOF-TP	Columbia Telecommunications, Inc.	10/06/98	10/06/00
18	IUR (see 981533)	981010-TP PSC-98-1452-FOF-TP	North American Telecommunications Corp.	10/06/98	2yrs
18	IUR	981026-TP PSC-98-1533-FOF-TP	Axsys, Inc. dba Axsys, Inc./Tel Ptns.	11/03/98	7/24/2001
18	Resale (see 981548)	981047-TP PSC-98-1511-FOF-TP	Federal TransTel, Inc.	8/5/98	2 yrs
18	Resale	981048-TP PSC-98-1512-FOF-TP	Southern Reconnect, Inc.	11/03/98	2yrs.
18	Resale (see 981549)	981063-TP PSC-98-1515-FOF-TP	Transtar Communications, LLC (see Transtar Communications USA, LLC)	8/10/98	2 yrs
18	Resale	981078-TP PSC-98-1518-FOF-TP	Dawson Consulting	11/03/98	2yrs
18	Amendment to Interconnection (see 990033)	981082-TP PSC-98-1534-FOF-TP (ORIG DOCKET 961150/ARBITRATION)	Sprint Communications Company Limited Partnership	11/3/98	Original Term

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	IUR	981085-TP PSC-98-1523-FOF-TP (SEE RENEG 990960)	Progressive Telecommunications, Inc.	11/03/98	3yrs beginning 7/15/96
18	Resale (see 981664)	981102-TP PSC-98-1522-FOF-TP	Page Plus, Inc.	11/3/98	8/24/00
18	Resale (see 981776)	981112-TP PSC-98-1599-FOF-TP	Columbus Catalog Sales, Inc. dba Columbus Local Communications	8/28/98	2 yrs
18	Resale	981113-TP PSC-98-1600-FOF-TP	Advanced Telecommunications, Inc.	8/28/98	8/28/00
18	Resale (see 981906)	981114-TP PSC-98-1601-FOF-TP	Efficy Group, Inc.	11/17/98	2yrs
19	IUR (see 990999)	981239-TP PSC-98-1747-FOF-TP	Palm Beach Telephone Company	9/2/98	2 yrs
19	Resale	981245-TP PSC-98-1734-FOF-TP	NOS Communications	7/21/98	2 yrs
	IURC	981256-TP PSC-98-1681-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (SEE ADOPTIONS)** (RENEG ON 991382)	OptiLink Communications	9/17/98	2 yrs
	Resale (see 981777)	981257-TP PSC-98-1649-FOF-TP (SEE RENEG 000097)	APPLIANCE & TV RENTALS, INC. dba Phones-4-All	12/01/98	2yrs

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19	Resale	981281-TP PSC-99-0034-FOF-TP	Trusted Net, Inc.	12/15/98	9/29/00
19	Resale	981282-TP PSC-99-0035-FOF-TP	E-Z Access USA, Inc.	12/15/98	12/15/00
19	Resale	981283-TP PSC-99-0036-FOF-TP (SEE RENEG PENDING 000299)	Metrolink Internet Services, Inc. of Port St. Lucie	8/31/98	2 yrs
19	Resale	981357-TP PSC-99-0069-FOF-TP	Express Connection	10/2/98	10/2/00
19	Resale (see 981713)	981358-TP PSC-99-0037-FOF-TP	Empire Communications Corporation	1/4/99	2 yrs
19	2nd Amendment to IUR	981380-TP PSC-99-0012-FOF-TP (ORIG DOCKET 960862) (SEE COLLOCATION ON 981627)	Teleport Communications Group, Inc.	12/15/98	Original Term
19	Amendment to IURC (see 981625)	981381-TP PSC-99-0008-FOF-TP (ORIG DOCKET 980482)	KMC Telecom II, Inc.	12/15/98	Original Term
19	Amendment to Interconnection (see 981624)	981382-TP PSC-97-0857-FOF-TP (ORIG DOCKET 970454)	KMC Telecom, Inc.	2/24/97	Original Term

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19	Amendment to Interconnection	981383-TP PSC-99-0007-FOF-TP (ORIG DOCKET 961053)	Metropolitan Fiber Systems of Florida, Inc. (MFS)	12/15/98	Original Term
19	Amendment to IUR (see 990586)	981384-TP PSC-99-0006-FOF-TP (ORIG. DOCKET 980410)	Choctaw Communications, LLC	12/15/98	Original Term
19	Amendment to Resale (see 000098)	981385-TP PSC-99-0046-FOF-TP (ORIG. DOCKET 971562)	Pre-Cell Solutions, Inc.	12/15/98	Original Term
19	Amendment to Resale	981386-TP PSC-99-0045-FOF-TP (ORIG DOCKET 980383)	One Call Telecom, Inc.	12/15/98	Original Term
19	Amendment to Collocation	981387-TP PSC-99-0070-FOF-TP (ORIG DOCKET 971373)	American MetroComm Corporation	12/15/98	Original Term
19	Amendment to IUR	981388-TP PSC-99-0071-FOF-TP (ORIG DOCKET 980627)	New Millennium Communications Corporation	1/4/99	Original Term
19	Amendment to IUR (see 990466)	981389-TP PSC-99-0054-FOF-TP (ORIG DOCKET 980860)	Network Telephone	12/15/98	Original Term
20	IUR	981402-TP PSC-99-0083-FOF-TP	All-Pro Communications, Inc.	10/8/98	2 yrs

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20	Amendment to IUR (see 991717)	981419-TP PSC-98-1726-FOF-TP (ORIG DOCKET 980309)	Golden Harbor of Florida, Inc. dba Hometown Telephone, Inc.	5/19/98	Original Term
20	5th and 6th Amendment to IUR (see 990232)	981420-TP PSC-98-1744-FOF-TP (ORIG. DOCKET 960719)	Time Warner AxS of Florida, L.P. dba Time Warner Communications	12/1/98	Original Term
20	Amendment to IUR (see 991003)	981421-TP PSC-98-1754-FOF-TP (ORIG DOCKET 970836)	Competitive Comm. Inc	12/01/98	Original Term
	Amendment to Interconnection	981422-TP PSC-99-1746-FOF-TP (ORIG DOCKET 960864) (RENEG ON 981719)	American MetroComm Corp.	12/1/98	Original Term
20	Amendment to IUR (see 990352)	981423-TP PSC-98-1745-FOF-TP (ORIG DOCKET 980474)	TriComm, Inc.	12/1/98	Original Term
20	Amendment to IUR (see 981822)	981424-TP PSC-98-1733-FOF-TP (ORIG DOCKET 980292)	Teligent, Inc.	5/19/98	Original Term
	Amendment to Resale (see 970257)	981425-TP PSC-98-1740-FOF-TP (SEE RENEG 990239)	Strategic Technologies	12/1/98	Original Term

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	Amendment to Resale	981426-TP PSC-98-1741-FOF-TP (ORIG DOCKET 970375) (SEE RENEG 991624)	World Access Communications Corp.	12/01/98	Original Term
20	Amendment to Resale	981427-TP PSC-98-1729-FOF-TP (ORIG DOCKET 970041)	Intellicall Operator Services	12/1/98	Original Term
20	Resale (see 990860)	981458-TP PSC-99-0134-FOF-TP	American Communications, Inc.	10/19/98	2 yrs
20	Resale (see 990844)	981459-TP PSC-99-0128-FOF-TP	Dialogica Communications	10/30/98	10/30/00
	Amendment to Resale (see 981708)	981460-TP PSC-99-0154-FOF-TP (ORIG DOCKET 970877)	UniversalCom, Inc. (fka Data and Electronic Services, Inc.)	1/5/99	Original Term
20	Amendment to Resale (see 981673)	981461-TP PSC-99-0126-FOF-TP (ORIG DOCKET 970878)	Tele-Sys, Inc. dba Access America	1/05/99	Original Term
	Amendment to Resale (see 981707)	981463-TP PSC-99-0127-FOF-TP (ORIG. DOCKET 970923) (SEE ADOPTION 990981)	OmniCall, Inc.	1/5/99	Original Term
20	Amendment to Resale	981464-TP PSC-99-0121-FOF-TP (ORIG DOCKET 970781)	Communication Options Southern Region, Inc. d.b.a. COI-SR	1/5/99	Original Term

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20	Amendment to Resale	981465-TP PSC-99-0138-FOF-TP (ORIG DOCKET 970867)	TTE, Inc.	1/5/99	Original Term
20	Amendment to Resale (see 981632)	981466-TP PSC-99-0122-FOF-TP (ORIG DOCKET 971563)	Max-Tel Communications, Inc. dba Florida's Max-Tel Communications, Inc.	1/05/99	Original Term
	Amendment to Resale (see 981674)	981467-TP PSC-99-0140-FOF-TP (ORIG DOCKET 970939) (RENEG 991500)	U.S. Dial Tone, Inc.	1/05/99	Original Term
	Amendment to Resale (see 971038)	981468-TP PSC-99-0117-FOF-TP (SEE RENEG 990147)	Access Integrated Networks, Inc.	1/5/99	Original Term
20	Amendment to Resale (see 981845)	981469-TP PSC-99-0118-FOF-TP (ORIG DOCKET 980617)	Vast-Tel Communications, Inc	1/5/99	see docket no 980617-TP
20	Amendment to Resale (see 991400)	981470-TP PSC-99-0166-FOF-TP (ORIG DOCKET 980379)	State Communications, Inc.	1/5/99	Original Term
20	Amendment to Resale	981471-TP PSC-99-0123-FOF-TP (ORIG DOCKET 970767)	Time Warner Connect	1/5/99	Original Term

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	Amendment to Resale (see 990055)	981472-TP PSC-99-0124-FOF-TP (ORIG. DOCKET 970879) (RENEG ON 991949)	TeleConex, Inc. dba TeleConex	1/05/99	Original Term
	Amendment to Resale (see 980202)	981473-TP PSC-99-0130-FOF-TP (SEE RENEG 990605)	Unicom Communications (fka Unique Communications)	1/5/99	Original Term
	Amendment to Resale (see 970689)	981474-TP PSC-99-0116-FOF-TP (SEE RENEG 990879)	RGW Communications, Inc.	1/5/99	Original Term
20	IUR (see 982001)	981506-TP PSC-99-0149-FOF-TP	Touchtone Communications, Inc.	10/13/98	2 yrs
20	Amendment to IUR (see 990563)	981533-TP PSC-98-0255-FOF-TP (ORG DOCKET 981010)	North American Telecommunications Corp.	8/20/98	Original Term
20	Resale	981534-TP PSC-99-0213-FOF-TP	Cable & Wireless, Inc.	1/19/99	2 yrs
20	Amendment to IUR	981547-TP PSC-99-0176-FOF-TP (ORIG DOCKET 980966)	GTE Communication Corp.	1/19/99	Original Term
20	Amendment to Resale	981548-TP PSC-99-0175-FOF-TP (ORIG DOCKET 981047)	Federal Transtel, Inc.	1/19/99	Original Term

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20	Amendment to Resale (see 981772)	981549-TP PSC-99-0174-FOF-TP (ORIG DOCKET 981063)	Transtar Communications, LLC	2/8/99	Original Term
20	Amendment to Resale (see 981711)	981550-TP PSC-99-0173-FOF-TP (ORIG DOCKET 980036)	Touch 1 Communications, Inc.	1/19/00	Original Term
20	Amendment to IUR	981551-TP PSC-99-0233-FOF-TP (ORIG DOCKET 970888)	Interstate Telephone Group	1/19/99	Original Term
21	Resale (see 991366)	981570-TP PSC-99-0267-FOF-TP	World Satellite Network America	1/19/99	2yrs
	IUR	981581-TP PSC-99-0270-FOF-TP (RENEG ON ADOPTION 991114)	Bluestar Communications, LLC (see Bluestar Networks)	1/19/99	2yrs beginning 7/01/97
	IUR	981583-TP PSC-99-0271-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (SEE ADOPTIONS)**	HTC Communications, Inc.	7/1/97	Original Term
21	Resale	981585-TP PSC-99-0217-FOF-TP	Express Title Financial Corporation d/b/a Express Telephone Services	1/19/99	2 yrs.
21	Resale (see 990301)	981586-TP PSC-99-0218-FOF-TP	Paul Vairo dba Rehook1	1/19/99	10/19/00

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21	Resale	981587-TP PSC-99-0219-FOF-TP	Aladdin Services	1/19/99	2yrs
21	Resale (see 990598)	981588-TP PSC-99-0214-FOF-TP	Electronic Telco, Inc.	1/19/99	11/2/00
21	4th Amendment to IUR (990138)	981624-TP PSC-99-0131-FOF-TP (ORIG DOCKET 970454)	KMC Telecom, Inc.	1/5/99	Original Term
21	Amendment to IURC (see 990137)	981625-TP PSC-99-0132-FOF-TP (ORIG DOCKET 980482)	KMC Telecom II, Inc.	1/5/99	Original Term
21	Amendment to Resale (see 981666)	981626-TP PSC-99-0141-FOF-TP (ORIG DOCKET 971419)	Metro Connection. Inc. dba TransAmerican Telephone	1/25/99	Original Term
21	Amendment to Collocation	981627-TP PSC-99-0148-FOF-TP (ORIG DOCKET 980030)	Teleport Communications Group, Inc. (known as TCG)	1/5/99	Original Term
	Amendment to Resale (see 970766)	981628-TP PSC-99-0119-FOF-TP (ORIG DOCKET 960968) (CERT. CANCELED)	National Telecommunications of Florida, Inc. dba NationalTel	1/5/99	Original Term
21	Amendment to IUR	981629-TP PSC-99-0153-FOF-TP (ORIG DOCKET 950985)	MCImetro Access Transmission Services LLC	1/5/99	Original Term

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21	Amendment to IUR (see 990437)	981630-TP PSC-99-0135-FOF-TP (ORIG DOCKET 980626)	Computer Business Sciences, Inc.	1/25/99	Original Term
21	Amendment to IUR (see 970806)	981631-TP PSC-99-0015-FOF-TP (SEE ADOPT. 982018)	Comm. Depot, Inc.	12/15/98	Original Term
21	Amendment to Resale (see 981840)	981632-TP PSC-99-0013-FOF-TP (ORIG DOCKET 971563)	Max-Tel Communications, Inc. dba Florida's Max-Tel Communications, Inc.	12/15/98	Original Term
	IUR	981633-TP PSC-99-0077-FOF-TP (CERT. CANCELED 9/1/99)	American Phone Corp.	11/5/98	2/2/00
21	Resale (see 990601)	981638-TP PSC-99-0074-FOF-TP	AmeriMex Communications Corp.	12/15/98	2 years pursuant to Section I
21	Resale	981639-TP PSC-99-0117-FOF-TP	U.S. Mobile Services, Inc.	1/5/99	11/4/00
	IUR	981646-TP PSC-99-0136-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (SEE ADOPTIONS)**	Ernest Communications, Inc.	11/6/98	Original Term
21	Resale	981648-TP PSC-99-0258-FOF-TP	Local Telecom Service.	02/10/99	2 years

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21	Resale	981649-TP PSC-99-0257-FOF-TP	Topp Com, Inc.	1/19/99	6/9/00
21	Resale (see 990453)	981650-TP PSC-99-0215-FOF-TP	Southern States Telephone, Inc.	1/19/99	2 yrs
21	Resale (see 990441)	981651-TP PSC-99-0216-FOF-TP	DPI-Teleconnect, Inc.	1/19/99	11/5/99
21	Amendment to Resale (see 981770)	981664-TP PSC-99-0344-FOF-TP (ORIG DOCKET 981102)	Page Plus, Inc.	2/22/99	Original Term
21	Amendment to Resale	981665-TP PSC-99-0345-FOF-TP (ORIG DOCKET 980964)	Connect, LLC	2/22/99	Original Term
21	Amendment to Resale	981666-TP PSC-99-0346-FOF-TP (ORIG DOCKET 971419)	Metro Connection, Inc. dba TransAmerican Telephone	2/2/99	Original Term
	Second amendment to Resale	981667-TP PSC-99-0195-FOF-TP (ORIG DOCKET 970375) (SEE RENEG 991624)	World Access Communictions Corp.	2/2/99	Original Term
21	Amendment to Resale (see 990452)	981668-TP PSC-99-0246-FOF-TP (ORIG DOCKET 980206)	Communications Services Integrated, Inc.	2/2/99	Original Term
	Amendment to Resale (see 970859)	981669-TP PSC-99-0296-FOF-TP (RENEG ON 991815)	Annox, Inc.	2/16/99	Original Term

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21	Amendment to Resale	981670-TP PSC-99-0297-FOF-TP (ORIG DOCKET 971231)	Nustar Communications Corp.	2/2/99	Original Term
21	Amendment to Resale (see 990568)	981671-TP PSC-99-0194-FOF-TP (ORIG. DOCKET 980629)	Dakota Services, LTD (name change to @links Networks)	2/2/99	Original Term
	Amendment to Resale	981672-TP PSC-99-0298-FOF-TP (ORIG DOCKET 970922) (RENEG 991501)	NeTel, Inc. dba TeL3	2/22/99	Original Term
21	Amendment to Resale (see 981998)	981673-TP PSC-99-0299-FOF-TP (ORIG DOCKET 970878)	Tele-Sys, Inc. dba Access America	2/2/99	Original Term
	Amendment to Resale (see 990599)	981674-TP PSC-99-0248-FOF-TP (ORIG DOCKET 970939) (SEE RENEG 991500)	U.S. Dial Tone, Inc.	2/9/98	Original Term
21	Amendment to Resale	981675-TP PSC-99-0247-FOF-TP (ORIG DOCKET 980453)	Pyramid Communications Services	2/2/99	Original Term
21	Amendment to IUR (see 981999)	981676-TP PSC-99-0288-FOF-TP (ORIG DOCKET 970366)	WinStar Wireless, Inc.	2/2/99	Original Term

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	Amendment to Resale	981677-TP PSC-99-0294-FOF-TP (ORIG DOCKET 980299) (RENEG ON 990399)	Frontier Local services, Inc.	2/2/99	Original Term
21	Amendment to Resale (see 990603)	981699-TP PSC-99-0347-FOF-TP (ORIG DOCKET 980034)	Express Telecommunications, Inc.	2/2/99	Original Term
21	Amendment to Resale (see 991711)	981700-TP PSC-99-0283-FOF-TP (ORIG DOCKET 980394)	Basic Phone, Inc.	2/2/99	Original Term
	Resale	981701-TP **WITHDRAWN**	Alternative Phone, Inc.	N/A	N/A
21	Amendment to Resale (see 991291; w/d)	981702-TP PSC-99-0348-FOF-TP (ORIG DOCKET 970868)	Alliance Telecommunications, Inc.	2/2/99	Original Term
	Amendment to Resale	981703-TP PSC-99-0354-FOF-TP (ORIG DOCKET 970869) (CERT CANCELED 12/31/98)	Jetcom, Inc.	2/2/99	Original Term
21	Amendment to Resale (see 981844)	981704-TP PSC-99-0300-FOF-TP (ORIG DOCKET 980925)	JTC Communications, Inc.	2/16/99	Original Term

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21	Amendment to Interconnection	981705-TP PSC-99-0192-FOF-TP (ORIG DOCKET 980468)	Eastland of Orlando Telephone Corp.	2/2/99	Original Term
21	Amendment to Resale	981706-TP PSC-99-0193-FOF-TP (ORIG DOCKET 970889)	Orlando Business Telephone Systems, Inc.	2/2/99	Original Term
	Amendment to Resale (see 981463)	981707-TP PSC-99-0284-FOF-TP (ORIG. DOCKET 970932) (SEE ADOPTION 990981)	OmniCall, Inc.	2/2/99	Original Term
	Amendment to Resale	981708-TP PSC-99-0356-FOF-TP (ORIG DOCKET 970877) (SEE IURC ON 990741)	UniversalCom, Inc.	2/2/99	Original Term
21	Amendment to Resale (see 990600)	981709-TP PSC-99-0357-FOF-TP (ORIG DOCKET 980924)	Lightning Communications, Inc.	2/2/99	Original Term
21	Amendment to Resale (see 990611)	981710-TP PSC-99-0358-FOF-TP (ORIG DOCKET 980419)	Easy Phone, Inc.	2/2/99	Original Term
21	Amendment to Resale	981711-TP PSC-99-0359-FOF-TP (ORIG DOCKET 980036)	Touch 1 Communications, Inc.	2/2/99	Original Term

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21	Amendment to Resale	981712-TP PSC-99-0360-FOF-TP (ORIG DOCKET 970780)	Onyx Distributing Company, Inc. d/b/a Florida Comm South	2/2/99	Original Term
21	Amendment to Resale (see 981843)	981713-TP PSC-99-0361-FOF-TP (ORIG DOCKET 981358)	Empire Communications, Inc.	2/2/99	Original Term
21	Amendment to Resale (see 990349)	981714-TP PSC-99-0285-FOF-TP (ORIG DOCKET 980395)	Pushbutton Paging and Communication, Inc.	2/2/99	Original Term
21	Amendment to Resale	981716-TP PSC-99-0362-FOF-TP (ORIG DOCKET 970687)	Inter-World Communications	2/2/99	Original Term
21	Amendment to Resale	981717-TP PSC-99-0341-FOF-TP (ORIG DOCKET 980987)	Global Connection of America Inc.	2/2/99	Original Term
	IUR	981718-TP PSC-99-0286-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (SEE ADOPTIONS)**	PaeTec Communications, Inc.	11/12/98	3 yrs from Oct. 8, 1997
22	IUR (see 990438)	981719-TP PSC-99-0191-FOF-TP	American MetroComm Corporation	2/2/99	11/16/00

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22	Amendment to IUR (see 990059)	981768-TP PSC-99-0269-FOF-TP (ORIG. DOCKET 971368)	US West !nterprise America dba !nterprise America, Inc.	1/19/99	Original Term
22	Amendment to Resale	981769-TP PSC-99-0142-FOF-TP (ORIG DOCKET 980856)	International Telephone Group, Inc.	1/19/00	Original Term
22	Amendment to Resale	981770-TP PSC-99-0287-FOF-TP (ORIG DOCKET 981102)	Page Plus, Inc.	1/19/99	Original Term
22	Amendment to Resale	981771-TP PSC-99-0288-FOF-TP (ORIG DOCKET 980868)	Smart-Tel	1/19/99	Original Term
22	Amendment to Resale (see 990616)	981772-TP PSC-99-0143-FOF-TP (ORIG DOCKET 981063)	Transtar Communications, LLC	1/19/99	Original Term
22	Amendment to Resale (see 990583)	981773-TP PSC-99-0289-FOF-TP (ORIG DOCKET 980857)	Micro-Comm, Inc.	2/11/99	Original Term
22	Amendment to IUR (see 990283)	981774-TP PSC-99-0235-FOF-TP (ORIG DOCKET 980898)	Navigator Telecommunications, Inc.	1/19/99	Original Term
22	Amendment to Resale (see 991361)	981775-TP PSC-99-0236-FOF-TP (ORIG DOCKET 980207)	A Plus Connect, LLC	1/19/99	Original Term

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22	Amendment to Resale (see 990594)	981776-TP PSC-99-0237-FOF-TP (ORIG DOCKET 981112)	Columbus Catalog Sales, Inc. dba Columbus Local Communications	1/19/99	Original Term
	Amendment to Resale (see 990353)	981777-TP PSC-99-0238-FOF-TP (ORIG DOCKET 981257) (SEE RENEG 000097)	APPLIANCE & TV RENTALS, Inc. dba Phones-4-All	1/19/99	Original Term
22	Amendment to Resale (see 990612)	981778-TP PSC-99-0239-FOF-TP (ORIG DOCKET 980900)	Fast Phones, Inc.	10/21/98	Original Term
22	Resale (see 981831)	981817-TP PSC-99-0366-FOF-TP	ABC Telecom	11/2/98	2 yrs
22	Resale	981818-TP PSC-99-0367-FOF-TP	HJN Telecom, Inc.	2/2/99	11/18/00
22	Resale (see 990595)	981819-TP PSC-99-0369-FOF-TP	Alternative Phone, Inc.	11/2/98	2 yrs
22	Amendment to Resale (see 990296)	981821-TP PSC-99-0363-FOF-TP (ORIG DOCKET 980851)	First Touch, Inc.	2/2/99	Original Term
22	Amendment to IUR	981822-TP PSC-99-0364-FOF-TP (ORIG DOCKET 980292)	Teligent, Inc.	2/2/99	Original Term

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22	Resale	981828-TP PSC-99-0370-FOF-TP (SEE 971367)	Local Line America, Inc.	12/1/98	2 yrs
22	Resale (see 990233)	981829-TP PSC-99-0371-FOF-TP	Golden Financial and Communications Systems, LLC dba TeleServ	2/02/99	2yrs.
22	Interconnection	981830-TP PSC-99-0372-FOF-TP	GTE Wireless Inc.	11/16/98	2 yrs
22	Amendment to Resale	981831-TP PSC-99-0327-FOF-TP (ORIG DOCKET 981817)	ABC Telecom	2/16/99	Original Term
	IUR	981832-TP **RESOLVED IN 991444**	Supra Telecommunications	N/A	N/A
	IUR	981833-TP **RESOLVED IN 991444**	Supra Telecommunications	N/A	N/A
22	IUR (see 990855)	981837-TP PSC-99-0312-FOF-TP	Kexa Corp dba Capital Exploration	2/16/99	Original Term
22	IUR	981838-TP PSC-99-0425-FOF-TP	SprintCom, Inc.	2/16/99	2 yrs.
22	Resale (see 990849)	981839-TP PSC-99-0316-FOF-TP	Get Connected, Inc.	2/16/99	2 yrs

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22	Amendment to Resale (see 990602)	981840-TP PSC-99-0325-FOF-TP (ORIG DOCKET 971563)	Max-Tel Communications, Inc. dba Florida's Max-Tel Communications, Inc.	2/16/99	Original Term
22	Amendment to Resale	981841-TP PSC-99-0457-FOF-TP (ORIG DOCKET 980625)	Tristar Communications (fka Satcom Systems, Inc.)	2/16/99	Original Term
22	Amendment to Resale	981842-TP PSC-99-0453-FOF-TP (ORIG DOCKET 980463)	Communications Brokerage Services	2/16/99	Original Term
22	Amendment to Resale (see 990589)	981843-TP PSC-99-0454-FOF-TP (ORIG DOCKET 981358)	Empire Communications, Inc.	2/16/99	Original Term
22	Amendment to Resale	981844-TP PSC-99-0456-FOF-TP (ORIG DOCKET 980925)	JTC Communications, Inc.	2/16/99	Original Term
22	Amendment to Resale (see 990848)	981845-TP PSC-99-0455-FOF-TP (ORIG DOCKET 980617)	Vast-Tel Communications, Inc.	2/16/99	Original Term
22	Resale	981846-TP PSC-99-0403-FOF-TP	Coral Bay Telephone Service	2/16/99	2 yrs
22	Resale (see 990850)	981847-TP PSC-99-0404-FOF-TP	ASAP Telephone Reconnect	2/16/99	11/20/00
23	IUR (see 990564)	981848-TP PSC-99-0311-FOF-TP	DIECA Communications, Inc.	2/16/99	2 yrs.

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	Interconnection	981849-TP **WITHDRAWN**	Eagle Comm, Inc.	N/A	N/A
23	Interconnection and Unbundling	981862-TP PSC-99-0466-FOF-TP	Baker's Communication, Inc.	2/16/99	1 yr.
23	Amendment to Resale	981906-TP PSC-99-0245-FOF-TP (ORIG DOCKET 981114)	Efficy Group, Inc.	1/19/99	Original Term
23	Resale (see 991713)	981991-TP PSC-99-0405-FOF-TP	EXCELINK COMMUNICATIONS, INC.	2/16/99	12/14/00
23	Resale (see 990300)	981996-TP PSC-99-0406-FOF-TP	African American Telecommunications, Inc.	2/16/99	2 yrs
	Amendment to Resale	981997-TP PSC-99-0324-FOF-TP (ORIG DOCKET 980389) (RENEG 991688)	Direct-Tel, Inc.	2/16/99	Original Term
23	Amendment to Resale	981998-TP PSC-99-0326-FOF-TP (ORIG DOCKET 970878)	Tele-Sys, Inc. dba Access America	2/16/99	Original Term
23	Amendment to IUR (see 990061)	981999-TP PSC-99-0407-FOF-TP (ORIG DOCKET 970366)	Winstar Wireless, Inc.	2/16/99	Original Term

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23	Amendment to IUR	982000-TP PSC-99-0410-FOF-TP (ORIG DOCKET 970890)	ALEC, Inc.	2/16/99	Original Term
23	Amendment to IUR	982001-TP PSC-99-0409-FOF-TP (ORIG DOCKET 981506)	Touchtone Communications, Inc.	2/16/99	Original Term
23	IUR (see 990236)	990028-TP PSC-99-0551-FOF-TP	Integrated Communications Solutions	3/16/99	12/18/00
24	Amendment to IUR (see 990058)	990033-TP PSC-99-0597-FOF-TP (ORIG DOCKET 961150/ARBITRATED)	Sprint Communications Company Limited Partnership	3/16/99	Original Term
	Interconnection	990042-TP **WITHDRAWN**	CCCFL, Inc. dba Connect	N/A	N/A
24	Amendment to Interconnection	990044-TP PSC-99-0598-FOF-TP (ORIG DOCKET 970799)	Sprint-Florida, Inc.	3/16/99	Original Term
24	Resale (see 990585)	990045-TP PSC-99-0686-FOF-TP	American Voice & Data, Inc.	3/16/99	2 yrs
24	Resale	990046-TP PSC-99-0595-FOF-TP	Global Communications, Inc.	3/16/99	2 yrs
24	IUR (see 000203)	990047-TP PSC-99-0618-FOF-TP	Compass Telecommunications, Inc.	3/16/99	2 yrs.

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24	Resale (see 991041)	990052-TP PSC-99-0619-FOF-TP	Florida Public Telecommunications Association, Inc.	3/16/99	12/30/00
24	Resale	990053-TP PSC-99-0620-FOF-TP	First Local Communications	3/16/99	2 yrs
	Amendment to Resale	990055-TP PSC-99-0552-FOF-TP (ORIG. DOCKET 970879) (SEE RENEG 991949)	TeleConex, Inc. dba TeleConex	3/16/99	Original Term
24	Amendment to Resale	990056-TP PSC-99-0621-FOF-TP (ORIG DOCKET 980378)	Communications Network Services	3/16/99	Original Term
24	Amendment to Resale (see 990210)	990057-TP PSC-99-0622-FOF-TP (ORIG DOCKET 970769)	The Other Phone Company, Inc. dba Access One Communications	3/16/99	Original Term
24	Amendment to IUR (see 990439)	990058-TP PSC-99-0623-FOF-TP (ORIG DOCKET 961150/ARBITRATION)	Sprint Communications Company Limited Partnership	3/16/99	Original Term
24	Amendment to IUR (see 991560)	990059-TP PSC-99-0553-FOF-TP (ORIG. DOCKET 971368)	US West !nterprise America dba !nterprise America, Inc.	3/16/99	Original Term

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24	Amendment to IUR (see 990237)	990060-TP PSC-99-0550-FOF-TP (ORIG DOCKET 960969)	ACSI Local Switched Services, Inc. dba e.spire Communications, Inc.	3/16/99	Original Term
24	Amendment to IUR (see 990156)	990061-TP PSC-99-0624-FOF-TP (ORIG DOCKET 970366)	Winstar Wireless, Inc.	8/22/96	Original Term
24	IUR	990087-TP PSC-99-0783-FOF-TP	Arrow Communications, Inc.	3/30/99	1/1/01
	IUR	990088-TP **WITHDRAWN**	Eagle Communications, Inc.	N/A	N/A
25	Collocation	990128-TP PSC-99-0627-FOF-TP	Teligent, Inc.	3/16/99	6/3/99
25	Interconnection (see 990567)	990129-TP PSC-99-0687-FOF-TP	Daytona Telephone Company	3/16/99	2 yrs.
	IUR	990136-TP **WITHDRAWN**	Global NAPS, Inc.	N/A	N/A
25	Amendment to IURC (Collocation) (see 991708)	990137-TP PSC-99-0628-FOF-TP (ORIG DOCKET 980482)	KMC Telecom II, Inc.	3/16/99	Original Term
25	Amendment to IUR	990138-TP PSC-99-0629-FOF-TP (ORIG DOCKET 970454)	KMC Telecom, Inc.	3/16/99	Original Term

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	IUR	990145-TP **WITHDRAWN**	Atlantic.Net Broadband, Inc.	N/A	N/A
25	IUR	990146-TP PSC-99-0630-FOF-TP	ACI Corporation	1/8/99	1/8/00
	IUR	990147-TP PSC-99-0579-FOF-TP (RENEG ON 990514)	Access Integrated Networks, Inc.	3/16/99	2 yrs.
25	IUR (see 991928)	990148-TP PSC-99-0660-FOF-TP	IDS Long Distance, Inc.	3/16/99	1 yr.
26	Amendment to IUR (see 991714)	990156-TP PSC-99-0594-FOF-TP (ORIG DOCKET 970366)	Winstar Wireless, Inc.	3/16/99	Original Term
26	Amendment to IUR (see 991558)	990187-TP PSC-99-0632-FOF-TP (ORIG DOCKET 960769)	Intermedia Communications, Inc.	3/16/99	12/31/99
26	Collocation	990202-TP PSC-99-0799-FOF-TP	BellSouth International ACCESS, Inc.	1/20/99	1/20/01
26	Resale	990203-TP PSC-990714-FOF-TP	Nationslink Communications	1/29/99	1/29/01
26	Resale	990205-TP PSC-99-0714-FOF-TP	Urban Communications, Inc	3/30/99	2/8/02

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26	IUR	990208-TP PSC-99-0786-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (SEE ADOPTIONS)**	Netcon Telcom, Inc.	1/4/99	3yrs
26	IUR	990209-TP PSC-99-0767-FOF-TP	International Telecom, Ltd.	11/30/98	2yrs
	IUR (see 990443)	990210-TP **WITHDRAWN**	The Other Phone Company, Inc. dba Access One Comm.	N/A	N/A
26	Collocation	990211-TP PSC-99-0837-FOF-TP	ALEC, Inc.	3/30/99	2 yrs.
26	Interconnection	990219-TP PSC-99-0829-FOF-TP	Gabriel Wireless, LLC	3/30/99	1 yr.
26	Resale	990220-TP PSC-99-0714-FOF-TP	Ayesha Roberson d/b/a/ Talk America	3/30/99	2 years/ February 12 2001
	IUR	990230-TP **WITHDRAWN**	Network Plus, Inc.	N/A	N/A
	Amendment to Resale	990231-TP PSC-99-0768-FOF-TP (ORIG DOCKET 980988) (RENEG ON 991268)	Credit Loans, Inc. d.b.a. Lone Star Telephone	9/16/98	Original Term

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26	Amendment to IUR	990232-TP PSC-99-0752-FOF-TP (ORIG. DOCKET 960719) (SEE ARB 991605)	Time Warner AxS of Florida, L.P. dba Time Warner Communications	3/30/99	Original Term
26	Amendment to Resale (see 990843)	990233-TP PSC-99-0753-FOF-TP (ORIG DOCKET 981829)	Golden Financial and Communications Systems, LLC dba TeleServ	3/30/99	Original Term
26	Amendment to IUR (see 990592)	990234-TP PSC-99-08334-FOF-TP (ORIG DOCKET 980967)	Diamond Telephone Services, Inc.	3/30/99	Original Term
26	Amendment to Resale (see 991368)	990235-TP PSC-99-0843-FOF-TP (ORIG DOCKET 980944)	Quintelco, Inc.	3/30/99	See Docket No. 980944-TP
26	Amendment to Interconnection (see 991479)	990236-TP PSC-989-0754-FOF-TP (ORIG DOCKET 990028)	Mebtel Communications Solutions, LLC dba Integrated Communications Solutions	12/18/98	Original Term
26	Amendment to IUR (see 990614)	990237-TP PSC-99-0750-FOF-TP (ORIG DOCKET 960969)	ACSI Local Switched Services, Inc.	3/30/99	See Docket No. 961509
26	Amendment to IUR (see 990380)	990238-TP PSC-99-0751-FOF-TP (ORIG. DOCKET/ADOPTION 981865)	OmniCall, Inc.	3/30/99	Original Term

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26	IUR	990239-TP PSC-99-0788-FOF-TP	Strategic Technologies, Inc.	3/30/99	2 yrs
26	Interconnection (see 990920/ Adoption)	990257-TP PSC-99-0790-FOF-TP (ORIG DOCKET 980636)	Hyperion Telecommunications of Florida, Inc.	3/30/99	1 yr.
26	Resale (see 991924)	990283-TP PSC-99-0885-FOF-TP	Navigator Telecommunications, Inc.	1/19/99	1/19/01
26	Resale	990284-TP PSC-99-0891-FOF-TP	The MoneyPlace, LLC	4/20/99	2 yrs
26	Interconnection	990285-TP PSC-99-0892-FOF-TP	Mailmaster, Inc.	4/20/99	1 yr +6 mos+
26	Resale	990290-TP PSC-99-0886-FOF-TP	CI2	5/12/99	2 yrs
26	Resale (see 000135)	990291-TP PSC-99-0950-FOF-TP	Universal Telecom, Inc.	4/20/99	4/20/01
26	Amendment to Resale	990296-TP PSC-99-0849-FOF-TP (ORIG DOCKET 980851)	First Touch, Inc.	4/20/99	See Docket No. 980851
26	Amendment to IUR (see 991957)	990297-TP PSC-99-0850-FOF-TP (ORIG DOCKET 980861)	MGC Communications, Inc.	4/20/99	Original Term
26	Amendment to IUR	990298-TP PSC-99-1072-FOF-TP (ORIG DOCKET 980901)	US LEC of North Carolina, L.L.C.	4/20/99	Original Term

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26	Amendment to IUR (see 991372)	990299-TP PSC-99-0921-FOF-TP (ORIG DOCKET 980908-ADOPTION)	Florida Digital Network, Inc.	3/9/99	5/20/00
26	Amendment to Resale (see 990436)	990300-TP PSC-99-0893-FOF-TP (ORIG DOCKET 981996)	African American Telecommunications, Inc.	4/20/99	Original Term
26	Amendment to Resale (see 990454)	990301-TP PSC-99-0883-FOF-TP (ORIG DOCKET 981586)	Paul Vairo d.b.a. Rehook1	4/20/99	Original Term
	Interconnection and Unbundling	990307-TP **WITHDRAWN**	ComScape Telecomm., Inc.	N/A	N/A
26	Resale	990343-TP PSC-99-0918-FOF-TP	Comtel, Inc. dba Comtel, Inc. of South Carolina	4/20/99	2 yrs
26	IUR (see 991561)	990344-TP PSC-99-0986-FOF-TP	A1-Call, Inc.	4/20/99	2/2/01
27	Amendment to Resale (see 990606)	990349-TP PSC-99-0852-FOF-TP (ORIG DOCKET 980395)	Pushbutton Paging and Communication, Inc.	4/20/99	Original Term
	Amendment to Resale (see 971450)	990350-TP PSC-99-0887-FOF-TP (ORIG. DOCKET 970892) (SEE RENEG 991467)	Comm South Companies, Inc.	2/23/99	Original Term

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27	Amendment to IUR (see 991520)	990351-TP PSC-99-0888-FOF-TP (ORIG DOCKET 971017)	ALLTEL Long Distance, Inc.	4/20/99	Original Term
27	2nd Amendment to IUR	990352-TP PSC-99-0889-FOF-TP (ORIG DOCKET 980474)	TriComm, Inc.	4/20/99	Original Term
	Amendment to Resale	990353-TP PSC-99-0890-FOF-TP (ORIG DOCKET 981257) (SEE RENEG 000097)	APPLIANCE & TV RENTALS, INC.	9-16-98	Original Term
27	Amendment to Resale	990354-TP PSC-99-0853-FOF-TP (ORIG DOCKET 980028)	Advanced Cellular Corporation	4/20/99	Original Term
	Amendment to Resale	990379-TP PSC-99-0944-FOF-TP (ORIG DOCKET 970304) (SEE RENEG 991816)	1-800-RECONEX, Inc. (fka Sterling International Funding, Inc. dba Reconex)	4/20/99	Original Term
27	Amendment to IUR (see 991401)	990380-TP PSC-99-0828-FOF-TP (ORIG. DOCKET/ADOPTION 981865)	Omnicall, Inc.	4/20/99	Original Term
27	Interconnection and Unbundling	990381-TP PSC-99-0946-FOF-TP	Tritel Communications, Inc.	4/20/99	4/20/01

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27	Resale (see 990569)	990384-TP PSC-99-0988-FOF-TP	Tipton Construction Company of Texas, Inc. dba Advanced Communicating Techniques	5/4/99	2 yrs
27	Resale (see 990607)	990391-TP PSC-99-0914-FOF-TP	Rebound Enterprises, Inc. dba REI Communications	3/29/99	2yrs
27	IUR (see 991398)	990392-TP PSC-99-0923-FOF-TP	Telepak, Inc.	4/20/99	2 years
27	IUR (see 000172)	990399-TP PSC-99-0916-FOF-TP	Frontier Local Services, Inc.	4/20/99	2 yrs
28	Resale (see 990584)	990413-TP PSC-99-0921-FOF-TP	Home Phone Service, Inc.	4/4/99	4/4/01
28	Amendment to Resale (see 990609)	990436-TP PSC-99-1041-FOF-TP (ORIG DOCKET 981996)	African American Telecommunications, Inc.	5/4/99	Original Term
	Amendment to IUR (see 990565)	990437-TP PSC-99-1038-FOF-TP (ORIG DOCKET 980626) **FILED IN ERROR, DID NOT APPLY TO FL AGREEMENT**	Computer Business Sciences, Inc.	N/A	N/A

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28	Amendment to IUR (see 991562)	990438-TP PSC-99-1045-FOF-TP (ORIG DOCKET 981719) (990613 FILED IN ERROR)	American MetroComm Corporation	3/18/99	11/16/00
28	Amendment to Interconnection (see 000171)	990439-TP PSC-99-1048-FOF-TP (ORIG DOCKET 961150/ARBITRATION) (SEE 990772 ARB)	Sprint Communications Company Limited Partnership	5/04/99	Original Term
28	Amendment to IUR (see 990566)	990440-TP PSC-99-1049-FOF-TP (ORIG DOCKET 981004)	Columbia Telecommunications, Inc.	5/04/99	Original Term
28	Amendment to Resale (see 990984)	990441-TP PSC-99-1040-FOF-TP (ORIG DOCKET 981651)	DPI-Teleconnect, LLC	5/21/99	Original Term
28	Amendment to Resale	990442-TP PSC-98-1039-FOF-TP (ORIG DOCKET 980210)	UniDial Communications, Inc.	5/4/99	Original Term
28	Amendment to IUR (see 991521)	990443-TP PSC-99-1050-FOF-TP (ORIG DOCKET 970769)	The Other Phone Company, Inc. dba Access One Communications	1/20/99	Original Term
28	Amendment to IUR (991396)	990444-TP PSC-99-1051-FOF-TP (ORIG DOCKET 981872-ADOPTION)	OpTel (Florida) Telecom, Inc. D/b/a OpTel	5/4/99	Original Term

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	Resale (see 9900597)	990446-TP PSC-99-0990-FOF-TP (RENEG 991232)	Chapel Services, Inc.	2/12/99	2 yrs
28	Amendment to Resale (see 990961)	990452-TP PSC-99-0994-FOF-TP (ORIG DOCKET 980206)	Communications Services Integrated, Inc.	5/4/99	Original Term
28	Amendment to Resale (see 990596)	990453-TP PSC-99-0995-FOF-TP (ORIG DOCKET 981650)	Southern States Telephone, Inc.	5/4/99	Original Term
28	Amendment to Resale	990454-TP PSC-99-0963-FOF-TP (ORIG DOCKET 981586)	Paul Vairo dba Rehook1	5/4/99	Original Term
28	Amendment to IUR (see 991000)	990464-TP PSC-99-1170-FOF-TP (ORIG DOCKET 990292-ADOPTION)	DSLnet Communications, LLC	2/16/99	Original Term
28	Amendment to Resale	990465-TP PSC-99-1145-FOF-TP (ORIG DOCKET 980850)	Spartan Debt Services Corporation	5/18/99	Original Term
28	Amendment to Resale (see 990467)	990466-TP PSC-99-1146-FOF-TP (ORIG DOCKET 980860)	Network Telephone, Inc.	5/18/99	Original Term
28	Amendment to IUR (see 000179)	990467-TP PSC-99-1141-FOF-TP (ORIG DOCKET 980860)	Network Telephone, Inc.	5/18/99	Original Term

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28	Resale (see 991362)	990468-TP PSC-99-1169-FOF-TP	Pro Telecom, Inc.	3/25/99	2 yrs
28	Resale (see 990845)	990469-TP PSC-99-1175-FOF-TP	North American Telephone Network, LLC	5/18/99	2yrs.
28	Resale	990473-TP PSC-99-1171-FOF-TP	GulfPines Comm.	5/18/99	2 yrs.
28	Resale	990506-TP PSC-99-1157-FOF-TP	Budget Phone, Inc.	4/1/99	2 yrs
	IURC (see 990574)	990514-TP PSC-99-1179-FOF-TP (RENEG 991484)	Access Integrated Networks, Inc.	6/1/99	2yrs.
29	5th Amendment to Interconnection	990543-TP PSC-99-1211-FOF-TP (ORIG DOCKET 970804) (SEE ARB 991946)	Deltacom, Inc.	6/01/99	Original Term
29	IURC (see 991040)	990544-TP PSC-99-1142-FOF-TP	NationNet Communications Corportion	6/01/99	2yrs.
29	Resale	990545-TP PSC-99-1147-FOF-TP	Sun-Tel USA, Inc.	2/12/99	2yrs
29	Resale	990552-TP PSC-99-1163-FOF-TP	Reed Communications, Inc.	6/01/99	2yrs.

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29	Resale	990553-TP PSC-99-1164-FOF-TP	Jilapuhn, Inc. dba Tel-America Communications	6/01/99	2yrs.
29	Resale	990554-TP PSC-99-1148-FOF-TP	New Age Phone Service	6/01/99	2yrs.
29	Amendment to Resale	990563-TP PSC-99-1320-FOF-TP (ORIG DOCKET 981010)	North American Telecommunications, Inc.	6/29/99	Original Term
29	Amendment to IUR (see 991716)	990564-TP PSC-98-1190-FOF-TP (ORIG DOCKET 981848)	DIECA Communications, Inc. dba Covad Communications Company	9/8/98	5/8/99
29	Amendment to Resale (see 991371)	990565-TP PSC-99-1322-FOF-TP (ORIG DOCKET 980626)	Computer Business Science, Inc.	6/29/99	Original Term
29	Amendment to IUR (see 990851)	990566-TP PSC-99-1323-FOF-TP (ORIG DOCKET 981004)	Columbia Telecommunications, Inc. dba axessa	6/15/99	Original Term
29	Amendment to Resale	990567-TP PSC-99-1324-FOF-TP (ORIG DOCKET 990129)	Daytona Telephone Co.	6/29/99	Original Term
29	Amendment to IUR (see 991470)	990568-TP PSC-99-1325-FOF-TP (ORIG. DOCKET 980629)	Dakota Services, LTD (name changed to @links Networks)	6/15/99	2 yrs/Original Term

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29	Amendment to Resale	990569-TP PSC-99-1326-FOF-TP (ORIG DOCKET 990384)	Tipton Construction Company of Texas, Inc. dba Advanced Communicating Techniques	6/29/99	Original Term
	Amendment to IURC	990574-TP PSC-99-1337-FOF-TP (ORIG DOCKET 990514) (SEE RENEG 991484)	Access Integrated Networks, Inc.	6/29/99	Original Term
29	Resale	990582-TP PSC-99-1335-FOF-TP	VarTec Telecom, Inc. dba VarTec Telecom, Inc and Clear Choice Communications.	6/29/99	2yrs.
30	Amendment to Resale	990583-TP PSC-99-1327-FOF-TP (ORIG DOCKET 980857)	Micro-Comm, Inc.	6/15/99	Original Term
30	Amendment to Resale (see 990620)	990584-TP PSC-99-1328-FOF-TP (ORIG DOCKET 990413)	Home Phone Service, Inc.	6/29/99	Original Term
30	Amendment to Resale	990585-TP PSC-99-1329-FOF-TP (ORIG DOCKET 990045)	American Voice & Data, Inc.	6/29/99	12/30/00
30	Amendment to Resale (see 990841)	990586-TP PSC-99-1330-FOF-TP (ORIG. DOCKET 980410)	Choctaw Comm. L.C. dba Smoke Signal Comm.	6/29/99	Original Term

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30	Amendment to Resale	990587-TP PSC-99-1331-FOF-TP (ORIG. DOCKET 980209)	Buy-Tel Communications, Inc.	6/29/99	Original Term
30	Amendment to Resale	990588-TP PSC-99-1332-FOF-TP (ORIG DOCKET 980481)	Comtec America, Inc. dba Power Voice	6/29/99	Original Term
30	Amendment to Resale	990589-TP PSC-99-1333-FOF-TP (ORIG DOCKET 981358)	Empire Communications, Inc.	6/29/99	Original Term
30	Amendment to Resale	990590-TP PSC-99-1338-FOF-TP (ORIG DOCKET 980590)	DMJ Communications, Inc.	6/29/99	Original Term
30	Amendment to Resale	990591-TP PSC-99-1339-FOF-TP (ORIG DOCKET 980452)	The Mobile Phone Company, Inc.	4/27/99	Original Term
30	Amendment to Resale	990592-TP PSC-99-1340-FOF-TP (ORIG DOCKET 980967)	Diamond Telephone Services, Inc.	6/29/99	Original Term
30	Amendment to Resale (see 990842)	990593-TP PSC-99-1341-FOF-TP (ORIG DOCKET 980854)	United States Telecommunications, Inc.	6/29/99	Original Term
30	Amendment to Resale	990594-TP PSC-99-1342-FOF-TP (ORIG DOCKET 981112)	Columbus Catalog Sales, Inc. dba Columbus Local Communications	6/29/99	Original Term

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30	Amendment to Resale (see 000199)	990595-TP PSC-99-1343-FOF-TP (ORIG DOCKET 981819)	Alternative Phone, Inc.	6/29/99	Original Term
30	Amendment to Resale	990596-TP PSC-99-1344-FOF-TP (ORIG DOCKET 981650)	Southern States Telephone, Inc.	6/29/99	Original Term
	Amendment to Resale	990597-TP PSC-99-1345-FOF-TP (ORIG DOCKET 990446) (RENEG 991232)	Chapel Services, Inc.	6/29/99	Original Term
30	Amendment to Resale	990598-TP PSC-99-1346-FOF-TP (ORIG DOCKET 981588)	Electronic Telco, Inc.	6/29/99	Original Term
	Amendment of Resale	990599-TP PSC-99-1347-FOF-TP (ORIG DOCKET 970939) (RENEG ON 991500)	U.S. Dial Tone, Inc.	6/29/99	Original term
30	Amendment of Resale	990600-TP PSC-99-1348-FOF-TP (ORIG DOCKET 980924)	Lightning Communications, Inc.	6/29/99	2 yrs.
30	Amendment to Resale	990601-TP PSC-99-1349-FOF-TP (ORIG DOCKET 981638)	Amerimex Communications Corp.	6/29/99	Original Term

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30	Amendment to Resale (see 000099)	990602-TP PSC-99-1350-FOF-TP (ORIG DOCKET 971563)	Max-Tel Communications, Inc. dba Florida's Max-Tel Communications, Inc.	6/29/99	Original Term
30	Amendment to Resale	990603-TP PSC-99-1351-FOF-TP (ORIG DOCKET 980034)	Express Telecommunications, Inc.	6/29/99	4/10/00
30	Interconnection	990604-TP PSC-99-1352-FOF-TP	ValuePage, Inc.	5/1/99	1 yr/5/1/00
30	Resale	990605-TP PSC-99-1353-FOF-TP (RENEG PENDING ON 000030)	Unicom Communications (fka Unique Communications)	6/29/99	2yrs.
30	Amendment to Resale	990606-TP PSC-99-1354-FOF-TP (ORIG DOCKET 980395)	Pushbutton Paging & Communications, Inc.	6/29/99	Original Term
30	Amendment to Resale	990607-TP PSC-99-1355-FOF-TP (ORIG DOCKET 990391)	Rebound Enterprises, Inc. dba REI Communications	4/26/99	Original Term
30	Amendment to Resale	990608-TP PSC-99-1570-FOF-TP (ORIG DOCKET 980592)	Speedy Reconnect, Inc.	7/6/99	Original Term
30	Amendment to Resale	990609-TP PSC-99-1435-FOF-TP (ORIG DOCKET 981996)	African American Telecommunications, Inc.	7/6/99	Original Term

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30	Amendment to Resale	990610-TP PSC-99-1436-FOF-TP (ORIG DOCKET 980899)	A 1 Mobile Tech, Inc.	7/6/99	Original Term
30	Amendment to Resale	990611-TP PSC-99-1437-FOF-TP (ORIG DOCKET 980419)	Easy Phone, Inc.	7/6/99	Original Term
30	Amendment to Resale	990612-TP PSC-99-1438-FOF-TP (ORIG DOCKET 980900)	Fast Phones, Inc.	7/6/99	Original Term.
	Amendment to Interconnection	990613-TP PSC-99-1430-FOF-TP (FILED IN ERROR, FOR SC AND ALABAMA, NOT FLORIDA, TO BE DEFERRED)	American MetroComm Corp.	N/A	N/A
30	Amendment to Resale	990614-TP PSC-99-1429-FOF-TP (ORIG DOCKET 960969) (SEE 000072/ARB)	ACSI Local Switched Services, Inc. dba e.spire Communications, Inc.	7/06/99	Original Term
30	Amendment to Resale	990616-TP PSC-99-1439-FOF-TP (ORIG DOCKET 981063)	Transtar Communications, LLC	7/6/99	Original Term
30	Amendment to Resale	990620-TP PSC-99-1440-FOF-TP (ORIG DOCKET 990413)	Home Phone Service, Inc.	7/6/99	Original Term

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30	Amendment to Resale	990621-TP PSC-99-1441-FOF-TP (ORIG DOCKET 980211)	Momentum Telecom, Inc.	6/24/99	Original Term
30	Resale	990642-TP PSC-99-1466-FOF-TP	Telephone One, Inc.	7/7/99	5/5/01
30	Resale	990677-TP PSC-99-1467-FOF-TP	I-Net Communications	5/18/99	5/18/01
30	Resale (see 990840)	990678-TP PSC-99-1468-FOF-TP	HTR&L Enterprises, Inc. dba Classic Telephone Company, Inc.	5/11/99	5/11/01
30	Resale	990679-TP PSC-99-1469-FOF-TP	Spardi, Inc.	4/30/99	2 yrs.
	Resale	990680-TP **WITHDRAWN**	Quick Connect Tele.	N/A	N/A
30	Resale	990681-TP PSC-99-1427-FOF-TP	KingTel, Inc.	7/06/99	2yrs.
30	IURC (see 991004)	990682-TP PSC-99-1462-FOF-TP	Electric Power Board of Chattanooga	5/4/99	2 yrs.
31	IURC (see 991474)	990683-TP PSC-99-1442-FOF-TP	Metromedia Fiber Network Services, Inc.	5/12/99	5/12/01
31	Resale	990738-TP PSC-99-1449-FOF-TP	Janice Fendley	5/18/99	5/18/01

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31	Resale	990739-TP PSC-99-1450-FOF-TP	Affinity Network, Inc.	5/14/99	2 yrs
31	IURC (see 991478)	990740-TP PSC-99-1451-FOF-TP	Logic South, Inc.	7/06/99	2yrs.
31	IURC (see 991005)	990741-TP PSC-99-1444-FOF-TP	UniversalCom, Inc.	5/25/99	5/25/01
31	Resale	990787-TP PSC-99-1512-FOF-TP	Advanced Telecommunications Network, Inc.	6/3/99	9/3/00
31	Interconnection	990788-TP PSC-99-1527-FOF-TP	AirTouch Paging, Inc.	5/1/99	5/1/01
31	Resale	990789-TP PSC-99-1513-FOF-TP	Interlink Network Resources, Inc.	5/21/99	5/21/01
31	Resale	990790-TP PSC-1514-FOF-TP	GS Communications, Inc.	5/18/99	5/18/01
32	Resale	990800-TP PSC-99-1516-FOF-TP	Voice Magic Telecommunications	7/27/99	7/27/01
	Resale	990802-TP PSC-99-1517-FOF-TP (OUT OF BUSINESS)	Globe National Telecommunications	7/27/99	7/27/01
32	Resale	990803-TP PSC-99-1518-FOF-TP	Southeastern Regional Telephone	7/27/99	7/27/01

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32	Resale	990829-TP PSC-99-1522-FOF-TP	Talk Too Communications, Inc.	5/27/99	2 yrs.
32	Resale	990830-TP PSC-99-1519-FOF-TP	East Florida Communications	6/01/99	2 years
32	IUR (see 000170)	990831-TP PSC-99-1828-FOF-TP	WorldCom Technologies, Inc. (name changed to MCI WorldCom)	8/31/99	6/30/2003
32	Amendment to Resale	990839-TP PSC-99-1547-FOF-TP (ORIG DOCKET 980411)	Tele-Source	7/27/99	Original Term
32	Amendment to Resale (see 991468)	990840-TP PSC-99-1548-FOF-TP (ORIG. DOCKET 971370)	HTR&L Enterprises, Inc. dba Hart Communications	7/27/99	Original Term
32	Amendment to Resale	990841-TP PSC-99-1549-FOF-TP (ORIG. DOCKET 980410)	Choctaw Comm. L.C. dba Smoke Signal Comm.	6/1/99	Original Term
32	Amendment to Resale	990842-TP PSC-99-1550-FOF-TP (ORIG DOCKET 980854)	United States Telecommunications, Inc.	7/27/99	Original Term
32	Amendment to Resale	990843-TP PSC-99-1561-FOF-TP (ORIG DOCKET 981829)	Golden Financial and Communications Systems, LLC dba TeleServ	7/27/99	Original Term

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32	Amendment to Resale	990844-TP PSC-99-1551-FOF-TP (ORIG DOCKET 981459)	Dialogica Communications	7/27/99	Original Term
	Amendment to Resale	990845-TP **WITHDRAWN** (ORIG DOCKET 990469)	North American Telephone Network, LLC	N/A	N/A
32	IURC (see 991370)	990846-TP PSC-99-1528-FOF-TP	Convergence, Inc.	6/3/99	6/3/01
32	Amendment to Resale	990847-TP PSC-99-1552-FOF-TP (ORIG DOCKET 980836)	Image Access, Inc.	7/27/99	Original Term
32	Amendment to Resale (see 991954)	990848-TP PSC-99-1553-FOF-TP (ORIG DOCKET 980617)	Vast-Tel Communications, Inc.	7/27/99	Original Term
32	Amendment to Resale	990849-TP PSC-99-1554-FOF-TP (ORIG DOCKET 981839)	Get Connected, Inc.	7/27/99	Original Term
32	Amendment to Resale	990850-TP PSC-99-1555-FOF-TP (ORIG DOCKET 981847)	ASAP Telephone Reconnect	7/27/99	Original Term
32	Amendment to IUR (see 991958)	990851-TP PSC-99-1562-FOF-TP (ORIG DOCKET 981004)	Columbia Telecommunication, Inc. dba axessa	7/27/99	Original Term

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32	Amendment to IUR	990852-TP PSC-99-1556-FOF-TP (ORIG DOCKET 971564)	Wright Business, Inc.	7/27/99	Original Term
32	Amendment to IUR (see 991363)	990853-TP PSC-98-1329-FOF-TP (ORIG DOCKET 980865)	NorthPoint Communications, Inc.	7/27/99	Original Term
32	Amendment to Resale	990854-TP PSC-99-1558-FOF-TP (ORIG DOCKET 971554)	Bayou Telephone Co.	7/27/99	Original Term
32	Amendment to IUR (see 991006)	990855-TP PSC-99-1559-FOF-TP (ORIG DOCKET 981837)	Kexa Corp dba Capital Exploration	7/27/99	Original Term
33	Amendment to Resale	990860-TP PSC-99-1560-FOF-TP (ORIG DOCKET 981458)	American Communications, Inc.	7/27/99	Original Term
33	Resale	990879-TP PSC-99-1521-FOF-TP (SEE 970689)	RGM Communications	7/27/99	7/27/01
33	Interconnection and Unbundling	990880-TP PSC-99-1531-FOF-TP	Nextel South Corp.	7/1/99	7/1/01
	Resale	990887-TP **WITHDRAWN**	Internet Service 2000 and Pagers	N/A	N/A
33	IUR	990890-TP PSC-99-1727-FOF-TP	2nd Century Communications	6/16/99	6/16/01

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33	Collocation (see 991913)	990919-TP PSC-99-1734-FOF-TP	Prism Florida Operations, LLC.	8/17/99	6/30/00
	IUR	990950-TP **WITHDRAWN**	The Other Phone Company, Inc. dba Access One Communications	N/A	N/A
33	IUR	990960-TP PSC-99-1731-FOF-TP (SEE 981085)	Progressive Telecommunications, Corp.	8/17/99	2yrs.
	IUR (see 991636)	990961-TP PSC-99-2522-FOF-TP **WITHDRAWN**	Communication Service Integrated, Inc.	N/A	N/A
34	Resale (see 991741)	990982-TP PSC-99-1831-FOF-TP	Phone Home, Inc.	8/31/99	2YRS
34	Resale	990983-TP PSC-99-1832-FOF-TP	Reconnect Services, Inc.	8/31/99	2 Yrs
34	Amendment to Resale	990984-TP PSC-99-1833-FOF-TP (ORIG DOCKET 981651)	DPI-Teleconnect, LLC	8/31/99	Original Term
34	Amendment to Resale (see 990987)	990986-TP PSC-99-1874-FOF-TP (ORIG DOCKET 980907)	Southern Telemanagement Group, Inc. (regarding address change)	8/31/99	Original Term

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34	Amendment to Resale	990987-TP PSC-99-1871-FOF-TP (ORIG DOCKET 980907)	Southern Telemanagement Group, Inc.	8/31/99	Original Term
34	IURC	990991-TP PSC-99-1834-FOF-TP	NewSouth Communications Corp. (fka LLC)	8/31/99	7/01/2000
34	Amendment to IUR (see 991959)	990997-TP PSC-99-1835-FOF-TP (ORIG DOCKET 990889-ADOPTION)	Hyperion Communications of Florida, LLC	8/31/99	6/02/2001
34	Amendment to IUR	990998-TP PSC-99-1836-FOF-TP (ORIG DOCKET 990920-ADOPTION)	Hyperion Telecommunications of Florida, Inc.	8/31/99	Original Term
34	Amendment to IUR (see 991477)	990999-TP PSC-99-1837-FOF-TP (ORIG DOCKET 981239)	Palm Beach Telephone Company	8/31/99	Original Term
34	Amendment to IUR (see 991715)	991000-TP PSC-99-1838-FOF-TP (ORIG DOCKET 990292-ADOPTION)	DSLnet Communications, LLC	8/31/99	Original Term
34	Amendment to IUR	991003-TP PSC- 99-1839-FOF-TP (ORIG DOCKET 970836)	Competitive Communications, Inc.	8/31/99	Original Term

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34	Amendment to IURC	991004-TP PSC-99-1840-FOF-TP (ORIG DOCKET 990682)	Electric Power Board of Chattanooga	8/31/99	Original Term
34	Amendment to IURC (see 000169)	991005-TP PSC-99-1841-FOF-TP (ORIG. DOCKET 990741)	UniversalCom, Inc.	8/31/99	Original Term
34	Amendment to IUR (see 991408)	991006-TP PSC-99-1842-FOF-TP (ORIG. DOCKET 981837)	Kexa Corp dba Capital Exploration	8/31/99	Original Term
34	Amendment to IUR	991007-TP PSC-99-1843-FOF-TP (ORIG. DOCKET 960833; ARBITRATION)	AT&T Communications of the Southern States, Inc. dba AT&T	8/31/99	Original Term
34	Resale	991028-TP PSC-99-1844-FOF-TP	Jake & Associates, Inc.	8/31/99	8/31/01
34	Resale	991029-TP PSC-99-1845-FOF-TP	National Phone Corp.	8/31/99	8/31/01
34	Amendment to IURC	991040-TP PSC-99-1846-FOF-TP (ORIG DOCKET 990544)	NationNet Communications Corportion	08/31/99	Original Term
34	Amendment to Resale	991041-TP PSC-99-1847-FOF-TP (ORIG DOCKET 990052)	Florida Public Telecommunications Association, Inc.	8/31/99	Original Term

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34	Resale	991085-TP PSC-99-2066-FOF-TP (SEE 960795)	Telephone Company Of Central Florida	10/05/99	2yrs
34	Resale (see 991557)	991099-TP PSC-00-0080-FOF-TP	Global Interactive Communications Corporation	12/21/99	7/29/01
34	Interconnection	991113-TP	ValuePage, Inc.	10/05/99	1 yr. 10/5/2000
	Collocation	991169-TP **WITHDRAWN**	LEC Unwired, LLC	N/A	N/A
35	IUR	991189-TP PSC-99-2354-FOF-TP	Dixie-Net Communications, LLC	10/05/99	8/23/2001
35	Resale (see 991673)	991204-TP PSC-99-2320-FOF-TP	EZ Phone, Inc.	11/16/99	11/16/01
35	IURC (see 991672)	991231-TP PSC-99-2356-FOF-TP	Nustar Telephone Co., Inc.	11/16/99	11/16/01
35	IURC (see 991674)	991232-TP PSC-99-2329-FOF-TP	Chapel Services, Inc.	11/16/99	2 Yrs
35	Collocation	991233-TP PSC-99-2074-FOF-TP (SEE 970941)	BellSouth Long Distance, Inc.	10/5/99	2 yrs

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	IURC	991234-TP PSC-99-2413-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (SEE ADOPTIONS)**	IntraLEC, Inc.	12/08/99	2 yrs
36	Resale (see 991563)	991268-TP PSC-99-2458-FOF-TP	Credit Loans, Inc. dba Lone Star State Telephone Co.	11/30/99	2 years pursuant to section 2
36	Resale (see 991769)	991284-TP PSC-99-2490-FOF-TP	Best Pre-Paid Telephone Company	10/05/99	2yrs
	Resale	991291-TP **WITHDRAWN**	Alliance Telecommunications, Inc.	N/A	N/A
	Resale	991292-TP **WITHDRAWN**	Sprint Board Telecom	N/A	N/A
36	Collocation	991350-TP PSC-99-2072-FOF-TP	Pathnet, Inc.	10/05/99	2yrs
36	Amendment to Resale	991361-TP PSC-99-2211-FOF-TP (ORIG DOCKET 980207)	A Plus Connect, LLC	10/19/99	Original Term
36	Amendment to Resale	991362-TP PSC-99-2212-FOF-TP (ORIG DOCKET 990468)	Pro Telecom, Inc.	10/19/99	Original Term
36	Amendment to IUR (see 991719)	991363-TP PSC-99-2182-FOF-TP (ORIG DOCKET 980865)	Northpoint Communications, Inc.	10/19/99	Original Term

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36	Amendment to IUR	991364-TP PSC-99-2192-FOF-TP (ORIG DOCKET 990888 - ADOPTION)	Level 3 Communications, LLC	10/19/99	Original Term
36	Amendment to IUR (see 000201)	991365-TP PSC-99-2184-FOF-TP (ORIG DOCKET 980473)	Gainesville Regional Utilities, Inc. dba GRU Communication Service/GRUCom/CGU	10/19/99	Original Term
36	Amendment to Resale	991366-TP PSC-99-2213-FOF-TP (ORIG DOCKET 981570)	World Satellite Network America, Inc.	10/19/99	Original Term
36	Amendment to Resale	991367-TP PSC-99-2174-FOF-TP (ORIG DOCKET 980024)	Burno, Inc. dba Integra Paging	10/19/99	Original Term
36	Amendment to Resale	991368-TP PSC-99-2176-FOF-TP (ORIG DOCKET 980944)	Quintelco, Inc.	10/19/99	Original Term
36	Amendment to IUR	991369-TP PSC-99-2177-FOF-TP (ORIG DOCKET 971438)	TelStar International	10/19/99	Original Term
36	Amendment to IURC (see 991793)	991370-TP PSC-99-2490-FOF-TP (ORIG DOCKET 990846)	Convergence, Inc.	11/30/99	Original Term

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36	Amendment to IURC (see 991915)	991371-TP PSC-99-2490-FOF-TP (ORIG DOCKET 980626)	Computer Business Sciences, Inc.	10/19/99	Original Term
36	Amendment to IURC (see 991399)	991372-TP PSC-99-2473-FOF-TP (ORIG DOCKET 980908-ADOPTION)	Florida Digital Network, Inc.	12/17/99	Original Term
36	Amendment to IURC (see 991670)	991373-TP PSC-99-2472-FOF-TP (ORIG DOCKET 990791-ADOPTION)	InterMountain Cable, Inc. dba Mikrotec Communications	10/19/99	Original Term
36	IURC (see 991918)	991382-TP PSC-99-2490-FOF-TP	OptiLink Communications, Inc.	10/19/99	2 years beginning 8/10/99 pursuant to Section 2
36	Amendment to IUR (see 991706)	991392-TP PSC-99-2178-FOF-TP (ORIG. DOCKET 971561)	Business Telecom, Inc. dba BTI	10/19/99	12/31/99
36	Amendment to IUR (see 991407)	991393-TP PSC-99-2186-FOF-TP (ORIG DOCKET 990641-ADOPTION)	WAMnet Communications	10/19/99	Original Term

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36	Amendment to IUR	991394-TP PSC-99-2183-FOF-TP (ORIG ADOPTION AGREEMENT NEVER DOCKETED, SEE T-99-1354 ADOPTIONS)	Oltronics, Inc.	10/19/99	Original Term
36	Amendment to IUR (see 000269)	991395-TP PSC-99-2179-FOF-TP (ORIG DOCKET 980886)	NEXTLINK Florida, Inc.	10/19/99	Original Term
36	Amendment to IUR (991942)	991396-TP PSC-99-2196-FOF-TP (ORIG DOCKET 981872-ADOPTION)	Optel (Florida) Telecom, Inc. dba OpTel	10/19/99	Original Term
36	Amendment to IUR (see 991707)	991397-TP PSC-99-2193-FOF-TP (ORIG DOCKET 991114-ADOPTION)	BlueStar Networks, Inc.	10/19/99	Original Term
36	Amendment to IUR (see 991475)	991398-TP PSC-99-2194-FOF-TP (ORIG DOCKET 990392)	Telepak, Inc.	10/19/99	Original Term
36	Amendment to IUR (see 991671 and 991795)	991399-TP PSC-99-2197-FOF-TP (ORIG DOCKET 980908-ADOPTION)	Florida Digital Network, Inc.	10/19/99	Original Term

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37	Amendment to IUR (see 991792)	991400-TP PSC-99-2490-FOF-TP (ORIG DOCKET 980379)	State Communications, Inc.	10/19/99	Original Term
37	Amendment to IUR (see 990380)	991401-TP PSC-99-2490-FOF-TP (ORIG. DOCKET/ADOPTION 981865)	Omnicall. Inc.	12/20/99	Original Term
37	Amendment to IURC (see 991668)	991407-TP PSC-99-2471-FOF-TP (ORIG DOCKET 990641-ADOPTION)	WAMnet Communications, Inc.	10/19/99	Original Term
37	Amendment to IUR (see 991506)	991408-TP PSC-99-2195-FOF-TP (ORIG. DOCKET 981837)	Kexa Corp dba Capital Explorations	10/19/99	Original Term
37	Resale	991428-TP PSC-00-0063-FOF-TP (SEE 971014)	Davco, Inc.	01/07/2000	2 years
37	Resale	991429-TP PSC-00-0080-FOF-TP (SEE 971066)	Prime Time Long Distance Service, Inc.	12/21/99	8/24/2001
37	IUR (see 991696-Adoption)	991444-TP PSC-99-2336-FOF-TP (ORDER ISSUED FOR 981832, 981833 AND 991444)	Supra Telecommunications and Information Systems, Inc.	11/16/1999	2 years beginning 10/23/97 pursuant to section 2

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37	Interconnection	991445-TP PSC-99-2358-FOF-TP	ABC Cellular, Inc.	9/23/99	9/23/00
37	Resale (see 000136)	991467-TP PSC-99-2457-FOF-TP	Comm South Companies, Inc.	11/30/99	2 years pursuant to Section 2
37	Resale	991468-TP PSC-00-0064-FOF-TP	HTR&L Enterprises, Inc.	11/16/99	9/10/2001
37	Collocation	991469-TP PSC-99-2294-FOF-TP (SEE 000056 RENEG)	BlueStar Networks, Inc.	11/16/99	8/30/01
37	Amendment to Interconnection (see 991710)	991470-TP PSC-00-0096-FOF-TP (ORIG. DOCKET 980629)	@links Networks, Inc. (fka Dakota Services, Ltd.)	11/16/99	Original Term
37	Amendment to IURC (see 000137)	991474-TP PSC-00-0097-FOF-TP (ORIG DOCKET 990683)	Metromedia Fiber Network Services, Inc.	12/21/99	Original Term
38	Amendment to IUR	991475-TP PSC-99-2361-FOF-TP (ORIG DOCKET 990392)	Telepak, Inc	11/16/99	Original Term
38	Resale (see 991912)	991476-TP PSC-99-2323-FOF-TP	Go-Comm, Inc.	9/29/99	Original Term
38	Amendment to IUR (see 991720)	991477-TP PSC-99-2362-FOF-TP (ORIG DOCKET 981239)	Palm Beach Telephone Company	11/16/99	Original Term

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38	Amendment IURC	991478-TP PSC-99-00-0098-FOF-TP (ORIG DOCKET 990740)	Logic South, Inc.	12/21/1999	Original Term
38	Amendment to IURC (see 991559)	991479-TP PSC-00-0080-FOF-TP (ORIG DOCKET 990028)	Mebtel Integrated Communication Solutions, LLC dba Integrated Communications Solutions	12/21/99	Original Term
38	IUR (see 991953)	991483-TP PSC-99-2292-FOF-TP	Alliance Network, Inc.	11/16/99	9/15/01
38	IURC (see 991787)	991484-TP PSC-99-2363-FOF-TP	Access Integrated Networks Inc,	11/16/99	11/16/01
39	Resale (see 991679)	991499-TP PSC-99-2454-FOF-TP	Phone Reconnect of America, Inc.	11/30/99	9/15/2001
39	Resale	991500-TP PSC-00-0091-FOF-TP	U.S. Dial Tone, Inc.	12/21/99	2 years pursuant to section 2
39	Resale	991501-TP PSC-00-0080-FOF-TP	Netel, Inc. dba Te13	12/21/99	8/31/2001
39	Amendment IUR (see 000198)	991506-TP PSC-00-0080-FOF-TP (ORIG. DOCKET 981837)	KEXA Corp dba Capital Exploration	01/10/2000	Original Term
39	Amendment to IUR (see 991709)	991520-TP PSC-99-2434-FOF-TP (ORIG DOCKET 971017)	ALLTEL Communications, Inc.	11/30/99	Original Term

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39	Resale (see 991926-Withdrawn)	991521-TP PSC-00-0080-FOF-TP	The Other Phone Company, Inc. dba Access One Communications, Inc.	12/21/99	2 yrs
	Resale	991556-TP PSC-99-2466-FOF-TP	Cat Communications International, Inc.	11/30/99	09/20/01
39	Amendment to Resale	991557-TP PSC-99-0099-FOF-TP (ORIG DOCKET 991099)	Global Interactive Communications Corporation	12/21/1999	Original Term
39	Amendment to Interconnection	991558-TP PSC-99-2463-FOF-TP (ORIG DOCKET 960769) (SEE ARB 991854)	Intermedia Communications, Inc.	11/30/99	Original Term
39	Amendment to IUR	991559-TP PSC-99-2470-FOF-TP (ORIG DOCKET 990028)	Mebtel Integrated Communications Solutions dba Integrated Communications Solutions	12/17/99	Original Term
39	Amendment to IUR (see 991794)	991560-TP PSC-99-2474-FOF-TP (ORIG DOCKET 971368)	US West !nterprise America dba !nterprise America, Inc.	11/30/99	Original Term
39	Amendment to IUR	991561-TP PSC-99-22528-FOF-TP (ORIG DOCKET 990344)	A1-Call, Inc.	12/21/99	Original Term

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39	Amendment to IUR	991562-TP PSC-00-0080-FOF-TP (ORIG DOCKET 981719)	American MetroComm Corporation	12/21/99	Original Term
39	Amendment to Resale (see 991678)	991563-TP PSC-00-0080-FOF-TP (ORIG DOCKET 991268)	Credit Loan, Inc. dba Lone Star State Telephone Company	01/10/2000	Original Term
39	Resale (see 991906)	991590-TP PSC-00-0092-FOF-TP	Planetlink Communications, Inc.	12/21/99	9/23/2001
39	Resale (see 991677)	991591-TP PSC-99-2456-FOF-TP	EFS, Inc.	12/16/1999	2 years
39	Resale	991592-TP PSC-00-0092-FOF-TP	Ciera Network System, Inc.	11/30/99	9/9/2001
	IURC	991624-TP PSC-99-2475-FOF-TP (SEE RENEG 991722)	World Access Communication Corp.	11/30/99	2 years beginning September 13, 1999 pursuant to Sec.2
	IURC	991636-TP **WITHDRAWN**	Communication Services Integrated, Inc.	N/A	N/A
40	Resale	991649-TP PSC-99-2459-FOF-TP	Easy Telephone Service	11/30/99	2 years pursuant to section 2
40	Resale	991657-TP PSC-00-0094-FOF-TP	One EZ Call, Inc.	12/21/99	10/11/2001

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	Amendment to Resale	991669-TP DOCKETED IN ERROR BY STAFF	CAT Communications	N/A	N/A
	Amendment to IURC	991670-TP DOCKETED IN ERROR BY STAFF	Inter Mountain Cable,Inc dba Microtec Comminications	N/A	N/A
	Amendment to IURC (see 991718)	991671-TP (FILING MOVED TO DOCKET 991372)	Florida Digital Network, Inc.	N/A	N/A
40	Amendment of IURC	991672-TP PSC-00-0100-FOF-TP (ORIG DOCKET 991231)	Nustar Telephone Co, Inc.	12/21/99	Original Term
	Amendment to IURC (see 991800)	991673-TP (FILING MOVED TO DOCKET 991232)	Chapel Services, Inc.	N/A	N/A
	Amendment to Resale (see 991905)	991678-TP DOCKETED IN ERROR BY STAFF	Credit Loans, Inc. dba Lone Star State Telephone Company	N/A	N/A
	Amendment to Resale	991679-TP DOCKETED IN ERROR BY STAFF	Phone Reconnect of America, Inc.	N/A	N/A
40	Interconnection	991683-TP PSC-00-0160-FOF-TP	Metrocall, Inc.	1/18/2000	2 years pursuant to Section III

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40	Interconnection	991684-TP PSC-00-0161-FOF-TP	PageNet, Inc	12/21/99	2 years
40	Resale	991685-TP PSC-00-0326-FOF-TP	BellSouth BSE, Inc.	2/17/2000	2 years
40	Resale	991688-TP PSC-00-0162-FOF-TP	Direct-Tel USA, LLC.	12/21/99	10/11/2001
40	Interconnection	991705-TP PSC-00-0163-FOF-TP	Sharp Communication, Inc.	12/21/1999	1 year
40	Amendment to IUR (see 991956)	991706-TP PSC-00-0223-FOF-TP (ORIG. DOCKET 971561)	Business Telecom, Inc. dba BTI	1/18/2000	Original Term
40	Amendment to IUR (see 000056)	991707-TP PSC-00-0164-FOF-TP (ORIG DOCKET 991114-ADOPTION)	BlueStar Networks, Inc.	12/21/1999	Original Term
41	Amendment to IURC	991708-TP PSC-00-0165-FOF-TP (ORIG DOCKET 980482) (SEE ARB 991619)	KMC Telecom II, Inc.	01/24/00	Original Term
41	Amendment to IUR	991709-TP PSC-00-0170-FOF-TP (ORIG DOCKET 971017)	ALLTEL Communications, Inc.	12/21/99	Original Term

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41	Amendment to IUR	991710-TP PSC-00-0171-FOF-TP (ORIG. DOCKET 980629)	@links Networks, Inc. (fka Dakota Services, Ltd.)	1/18/2000	Original Term
41	Amendment to Resale	991711-TP PSC-00-0172-FOF-TP (ORIG DOCKET 980394)	BasicPhone, Inc.	12/21/99	Original Term
41	Amendment to Resale	991712-TP PSC-00-0221-FOF-TP (ORIG DOCKET 970873)	U.S. Telco, Inc.	2/2/2000	Original Term
41	Amendment to Resale	991713-TP PSC-00-0224-FOF-TP (ORIG DOCKET 981991)	EXCELINK COMMUNICATIONS, INC.	12/21/99	Original Term
41	Amendment to IUR	991714-TP PSC-00-0174-FOF-TP (ORIG DOCKET 970366)	Winstar Wireless, Inc.	1/18/2000	Original Term
41	Amendment to IUR (see 000096)	991715-TP PSC-00-0173-FOF-TP (ORIG DOCKET 990292-ADOPTION)	DSLnet Communications, LLC	12/21/99	Original Term
41	Amendment to IUR (see 991927)	991716-TP PSC-00-0220-FOF-TP (ORIG DOCKET 981848)	DIECA Communications, Inc. dba Covad Communications Company	02/02/2000	Original Term

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41	Amendment to IUR	991717-TP PSC-00-0175-FOF-TP (ORIG DOCKET 980309)	Golden Harbor of Florida, Inc. dba Hometown Telephone, Inc.	12/21/99	Original Term
41	Amendment to IUR (see 991795)	991718-TP PSC-00-0176-FOF-TP (ORIG DOCKET 980908-ADOPTION)	Florida Digital Network, Inc.	1/18/2000	Original Term
41	Amendment to IUR (see 991919)	991719-TP PSC-00-0247-FOF-TP (ORIG DOCKET 980865)	Northpoint Communications, Inc.	2/7/2000	Original Term
41	Amendment to IURC (Collocation) (see 991925)	991720-TP PSC-00-0247-FOF-TP (ORIG DOCKET 981239)	Palm Beach Telephone Company	2/7/2000	Original Term
41	Resale	991721-TP PSC-00-0219-FOF-TP	Nexstar Communications, Inc.	12/21/99	10/26/2001
41	R-IURC	991722-TP PSC-00-0295-FOF-TP	World Access Communications Corp.	02/01/00	09/13/99 + 2 yrs.
41	Amendment to IUR	991723-TP PSC-00-0247-FOF-TP	Access Integrated Networks, Inc.	12/21/99	11/16/01
41	Interconnection	991724-TP PSC-00-0166-FOF-TP	Priority Communications, Inc.	1/24/2000	1 year
41	IUR	991725-TP PSC-00-0167-FOF-TP	CRG International, Inc. dba Network One	12/21/99	10/25/2001

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41	Resale	991732-TP PSC-00-0168-FOF-TP	Trans National Telecomm., Inc.	1/18/2000	2 years
41	Amendment to Resale	991741-TP PSC-00-0305-FOF-TP (ORIG DOCKET 990982)	Phone Home, Inc.	2/15/2000	Original Term
41	Amendment to Resale	991769-TP PSC-00-0303-FOF-TP (ORIG. DOCKET 991284)	Best Pre-Paid Telephone Company, Inc.	2/1/2000	Original Term
41	Amendment to Resale	991787-TP PSC-00-0327-FOF-TP (ORIG. DOCKET 991484)	Access Integrated Networks, Inc.	2/17/2000	Original Term
42	Amendment to IUR (see 000148)	991792-TP PSC-00-0399-FOF-TP (ORIG DOCKET 980379)	State Communications, Inc. (name changed to TriVergent)	2/1/2000	Original Term
42	Amendment to IUR	991793-TP PSC-00-0397-FOF-TP (SEE DOCKET 990846)	Convergence, Inc.	02/02/00	See Docket 990846
42	Amendment to IUR	991794-TP PSC-00-0398-FOF-TP (ORIG DOCKET 971368)	US West !nterprise America dba !nterprise America, Inc.	2/1/2000	Original Term
42	Amendment to IURC (see 000177)	991795-TP PSC-00-0353-FOF-TP (ORIG DOCKET 980908-ADOPTION)	Florida Digital Network, Inc.	2/21/2000	Original Term

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42	Interconnection (see 991802)	991796-TP PSC-00-0301-FOF-TP	North American Software Association, Ltd.	2/15/2000	2 years
42	Interconnection	991797-TP PSC-00-0302-FOF-TP	Telebeeper, Inc.	02/01/00	1 year
42	Collocation	991798-TP PSC-00-0354-FOF-TP	MCI WorldCom Network Services, Inc.	2/1/2000	2 years
42	Amendment to Resale	991800-TP PSC-00-0297-FOF-TP (ORIG DOCKET 991232)	Chapel Services	2/14/2000	Original Term
42	Interconnection	991802-TP PSC-00-0308-FOF-TP	North American Software Association, Ltd.	02/01/00	1 year
42	Collocation	991806-TP PSC-00-0355-FOF-TP	DukeNet Communications, Inc.	2/1/2000	11/22/2001
	IURC	991814-TP **WITHDRAWN**	National Comm Link, LLC	N/A	N/A
42	Resale	991815-TP PSC-00-0365-FOF-TP (SEE 970859)	Annox, Inc.	02/15/2000	2 years
42	Resale	991816-TP PSC-00-0361-FOF-TP (SEE 970304)	1-800-RECONEX, Inc.	2/21/2000	2 years
42	Amendment to Resale	991905-TP PSC-00-0381-FOF-TP (ORIG DOCKET 991268)	Credit Loans, Inc. dba Loan Star State Telephone	2/15/2000	Original Term

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42	Amendment to Resale	991906-TP PSC-00-0383-FOF-TP (ORIG DOCKET 991590)	Planetlink Communications, Inc.	2/22/2000	Original Term
42	Resale	991910-TP PSC-00-0363-FOF-TP	InterCept Communications Technologies, Inc.	2/21/2000	2 years
42	Resale	991911-TP PSC-00-0364-FOF-TP	COMUSA, Inc.	02/15/00	2 years
42	Amendment to Resale	991912-TP PSC-00-0384-FOF-TP (ORIG DOCKET 991476)	Go-Comm, Inc.	2/15/2000	Original Term
42	Amendment to Collocation	991913-TP PSC-00-0401-FOF-TP (ORIG DOCKET 990919)	Prism Florida Operations, LLC	2/24/2000	Original Term
42	Amendment to Resale	991914-TP PSC-00-0385-FOF-TP (ORIG DOCKET 991657)	One EZ Call, Inc.	02/15/00	See Docket 991657
42	Amendment to IUR (see 991938)	991915-TP PSC-00-0404-FOF-TP (ORIG DOCKET 980626)	Computer Business Sciences, Inc.	2/15/2000	Original Term
42	Amendment to Resale	991916-TP PSC-00-0386-FOF-TP (ORIG DOCKET 980398)	International Design Group, Inc. dba USA Telecom	2/22/2000	Original Term

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42	Amendment to Resale	991917-TP PSC-00-0387-FOF-TP (ORIG DOCKET 980379)	State Communications, Inc.	02/15/00	See Docket 980379
42	Amendment to IUR	991918-TP PSC-00-0406-FOF-TP (ORIG DOCKET 991382)	OptiLink Communications, Inc.	2/15/2000	Original Term
42	Amendment to IUR	991919-TP PSC-00-0495-FOF-TP (ORIG DOCKET 980865)	Northpoint Communications, Inc.	3/7/2000	Original Term
42	Amendment to IUR	991920-TP PSC-00-0407-FOF-TP (ORIG DOCKET 990889-ADOPTION)	Adelphia Business Solutions of Jacksonville, Inc.	2/15/2000	Original Term
42	Resale	991921-TP PSC-00-0446-FOF-TP	The Other Phone Co., Inc. d/b/a Omnicall, Inc.	02/15/00	11/11/01
42	Amendment to IUR	991924-TP PSC-00-0408-FOF-TP (ORIG DOCKET 990283)	Navigator Telecommunications, LLC.	2/24/2000	Original Term
42	Amendment to IUR	991925-TP PSC-00-0395-FOF-TP (ORIG DOCKET 981239)	Palm Beach Telephone Company	2/15/2000	Original Term
43	Amendment to IUR (see 991941)	991927-TP PSC-00-0409-FOF-TP (ORIG DOCKET 981848)	DIECA Communications, Inc. dba Covad Communications Company	2/15/2000	Interim period until Final Collocation Agreement

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43	Amendment to IUR	991928-TP PSC-00-0415-FOF-TP (ORIG DOCKET 990148)	IDS Long Distance, Inc.	2/28/2000	Original Term
42	Amendment to IURC	991921-TP PSC-00-0416-FOF-TP (ORIG DOCKET 991283)	JATO Operating Two Corp.	02/15/00	See initial agreement
	Amendment to Resale	991926-TP **WITHDRAWN**	The Other Phone Company dba Access One Communications	N/A	N/A
43	IURC	991933-TP PSC-00-0463-FOF-TP	CPU Holding Corp.	02/29/00	2 years
43	IURC	991934-TP PSC-00-0464-FOF-TP	Southeastern Services, Inc.	2/29/2000	9/21/2001
43	Amendment to IUR	991938-TP PSC-00-0496-FOF-TP (ORIG DOCKET 980626)	Computer Business Sciences, Inc.	3/7/2000	Original Term
43	Amendment to Interconnection	991939-TP PSC-00-0549-FOF-TP (ORIG DOCKET 991505)	The Basico Group, Inc.	02/29/00	See initial agreement
44	Amendment to Resale	991940-TP PSC-00-0503-FOF-TP (ORIG DOCKET 980212) (SEE RENEG PENDING 000256)	EZ Talk Communications, Inc.	2/29/2000	Original Term

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44	Amendment to IUR	991941-TP PSC-00-0497-FOF-TP (ORIG DOCKET 981848)	DIECA Communications, Inc. dba Covad Communications Company	3/7/2000	Original Term
44	Amendment to Interconnection	991942-TP PSC-00-0550-FOF-TP (ORIG DOCKET 981872)	OpTel (Florida) Telecom, Inc. d/b/a OpTel	02/29/00	See initial agreement
44	Resale	991948-TP PSC-00-0507-FOF-TP	MET Communications, Inc.	2/29/2000	11/19/2001
44	Resale	991949-TP PSC-00-0498-FOF-TP	TeleConex, Inc. dba TeleConex	3/7/2000	2 years
44	Amendment to IURC	991953-TP PSC-00-0551-FOF-TP (ORIG DOCKET 991483)	Alliance Network, Inc.	2/29/2000	Original Term
44	Amendment to Resale	991954-TP PSC-00-0499-FOF-TP (ORIG DOCKET 980617)	Vast-Tel Communications, Inc.	3/7/2000	Original Term
44	Amendment to Resale	991955-TP PSC-00-0500-FOF-TP (ORIG DOCKET 980963)	Tennessee Waste Movers d/b/a East Tennessee Phone Service	02/29/00	See initial agreement
44	Amendment to IUR	991956-TP PSC-00-0508-FOF-TP (ORIG DOCKET 971561)	Business Telecom, Inc., dba BTI	2/29/2000	Original Term

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44	Amendment IUR	991957-TP PSC-00-0501-FOF-TP (ORIG DOCKET 980861)	MGC Communications, Inc.	3/7/2000	Original Term
44	Agreement to IUR	991958-TP PSC-00-0552-FOF-TP (ORIG DOCKET 981004)	Columbia Telecommunications, Inc. d/b/a axessa	02/29/00	See initial agreement
44	Amendment to IUR (see 000145)	991959-TP PSC-00-0509-FOF-TP (ORIG DOCKET 990889-ADOPTION)	Adelphia Business Solutions of Florida, LLC.	2/29/2000	Original Term
44	Amendment to IUR	991960-TP PSC-00-0510-FOF-TP (ORIG DOCKET 990920/ADOPTION)	Adelphia Business Solutions of Jacksonville, Inc.	3/8/2000	Original Term
44	Amendment to Interconnection	991982-TP PSC-00-0553-FOF-TP (ORIG DOCKET 990950)	The Other Phone Company, Inc. d/b/a Access One Communications	02/29/00	See initial agreement
44	IURC	000011-TP PSC-00-0462-FOF-TP	Eagle Communications, Inc. d/b/a Eagle Telco, Inc.	02/29/00	2 years
44	Resale	000017-TP PSC-00-0285-FOF-TP	Telebeeper, Inc.	02/01/00	2 years
44	IURC	000023-TP PSC-00-0461-FOF-TP	Orlando Digital Telephone Corporation	2/29/2000	2 years

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45	IURC	000030-TP PSC-00-0763-FOF-TP	UNICOM Communications, LLC	02/29/00	12/10/01
45	IURC	000056-TP PSC-00-0786-FOF-TP	BlueStar Networks, Inc.	04/21/00	2 years
45	Interconnection	000059-TP PSC-00-0742-FOF-TP	Airpaging Communications, Inc.	04/13/00	2 years
45	Amendment to IURC	000095-TP PSC-00-0777-FOF-TP (ORIG DOCKET 991234)	IntraLec, Inc.	03/28/00	Term of existing agreement
45	Amendment to IUR	000096-TP PSC-00-0741-FOF-TP (ORIG DOCKET 990292)	DSLnet Communications, Inc.	03/28/00	12/01/00
45	R-Resale	000097-TP PSC-00-0787-FOF-TP	APPLIANCE & TV RENTALS, INC. d/b/a Fones-4-U	04/21/00	2 years
46	Resale	000098-TP PSC-00-0702-FOF-TP	Pre-Cell Solutions/Family Phone Services, Inc.	04/13/00	2 years
46	Resale	000099-TP PSC-00-0703-FOF-TP	Max-Tel Communications, Inc. d/b/a Florida's Max-Tel Communications, Inc.	03/28/00	01/18/02
46	R-Resale	000100-TP PSC-00-0788-FOF-TP	Gulf Coast Communications, Inc. (f/k/a Coral Bay Financial)	03/28/00	01/14/02

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46	Amendment to IUR	000101-TP PSC-00-0740-FOF-TP (ORIG DOCKET 992028)	OnePoint Communications-Georgia, LLC d/b/a OnePoint Communications	04/17/00	Original term
46	Amendment to Resale	000135-TP PSC-00-0732-FOF-TP (ORIG DOCKET 990291)	Universal Telecom, Inc.	04/14/00	Original term
46	Amendment to Resale	000136-TP PSC-00-0731-FOF-TP (ORIG DOCKET 991467)	Comm South Companies, Inc.	04/14/00	Original term
46	Amendment to IURC	000137-TP PSC-00-0728-FOF-TP (ORIG DOCKET 990683	Metromedia Fiber Network Services, Inc.	04/14/00	Original term
46	Collocation	000138-TP PSC-00-0865-FOF-TP	Avana Communications Corporation d/b/a AvanaCom	05/02/00	2 years
46	IUR	000139-TP PSC-00-0789-FOF-TP	Avana Communications Corporation d/b/a AvanaCom	04/21/00	2 years
46	Amendment to IUR	000143-TP PSC-00-0738-FOF-TP (ORIG DOCKET 990146)	Rythms Links, Inc.	04/17/00	Original term

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46	Amendment to IURC	000144-TP PSC-00-07358-FOF-TP (ORIG DOCKET 000016)	New Edge Networks, Inc. d/b/a New Edge Networks	04/14/00	Original term
46	Amendment to IUR	000145-TP PSC-00-0736-FOF-TP (ORIG DOCKET 990992)	Adelphia Business Solutions of Florida, Inc.	04/17/00	Original term
46	Amendment to Resale	000146-TP PSC-00-0726-FOF-TP (ORIG DOCKET 991921)	The Other Phone Company, Inc. d/b/a OmniCall, Inc.	04/14/00	Original term
46	Amendment to IUR	000147-TP PSC-00-0737-FOF-TP (ORIG DOCKET 991691)	CCCFL, Inc. d/b/a Connect!	04/17/00	Original term
46	Resale	000160-TP	FLATEL, Inc. d/b/a Florida Telephone Company	0/13/00	2 years
47	Resale	000167-TP	Broward Business Services, Inc. d/b/a Festival Telephone Services, Inc. d/b/a Communications Service Center	04/13/00	2 years
47	Amendment to IUR	000169-TP PSC-00-0743-FOF-TP (ORIG DOCKET 990741)	UniversalCom, Inc.	04/17/00	Original term

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47	Amendment to IUR	000170-TP PSC-00-0744-FOTP	MCI WorldCom Communications, Inc.	04/17/00	06/30/03
47	Amendment to IUR	000171-TP PSC-00-0745-FOF-TP (ORIG DOCKET 961150)	Sprint Communications Company Limited Partnership	04/17/00	Original term
47	Amendment to IUR	000172-TP PSC-00-0769-FOF-TP (ORIG DOCKET 990399)	Frontier Local Services, Inc.	04/19/00	Original term
47	Amendment to IURC	000173-TP PSC-00-0746-FOF-TP (ORIG DOCKET 991484)	Access Integrated Networks, Inc.	04/17/00	Original term
47	Amendment to IUR	000174-TP PSC-00-1009-FOF-TP	BlueStar Networks, Inc.	04/04/00	Original term
47	Amendment to Resale	000175-TP PSC-00-0730-FOF-TP (ORIG DOCKET 980451)	P.V. Tel of Florida, LLC	04/14/00	Original term
47	Amendment to IUR	000176-TP PSC-00-0765-FOF-TP (ORIG DOCKET 990148)	IDS Long Distance, Inc.	04/18/00	Original term
47	Amendment to IUR	000177-TP PSC-00-0766-FOF-TP (ORIG DOCKET 980908)	Florida Digital Network, Inc.	04/19/00	Original term
47	Amendment to Collocation	000179-TP PSC-00-0886-FOF-TP (ORIG DOCKET 980416)	Network Telephone Corporation	05/05/00	Original term

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47	R-IUR	000197-TP PSC-00-0791-FOF-TP	GNet Telecom, Inc.	04/21/00	2 years
47	Amendment to IUR	000198-TP PSC-00-0767-FOF-TP (ORIG DOCKET 981837)	Kexa Corp d/b/a Capital Exploration	04/18/00	Original term
47	Amendment to Resale	000199-TP PSC-00-0729-FOF-TP (ORIG DOCKET 981819)	Alternative Phone, Inc.	04/14/00	Original term
	Amendment to IUR	000200-TP **WITHDRAWN**	NuStar Telephone Co., Inc.	N/A	N/A
47	Amendment to IUR	000201-TP PSC-00-0770-FOF-TP (ORIG DOCKET 980473)	Gainesville Regional Utilities d/b/a GRU Communication Service/GRUCom/GRU	04/19/00	Original term
47	Amendment to IUR	000202-TP PSC-00-0771-FOF-TP (ORIG DOCKET 991555)	Allegiance Telecom of Florida, Inc.	04/18/00	Original term
47	Amendment to IUR	000203-TP PSC- -1008-FOF-TP	Compass Telecommunications Incorporated	04/04/00	Original term
47	Renegotiated IURC	000208-TP PSC-00-0885-FPF-TP (ORIG DOCKET 991507-ADOPTION)	FreedomTel, Inc.	05/05/00	2 years

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48	Resale	000250-TP PSC-00-0708-FOF-TP	American Fiber Network, Inc.	04/13/00	2 years
48	Resale	000252-TP PSC-00-0793-FOF-TP	Tin Can Communications, LLC d/b/a The Cube	04/04/00	02/13/02
48	Renegotiated Resale	000256-TP PSC-00-0794-FOF-TP	EZ Talk Communications, LLC.	04/04/00	02/16/02
48	Resale	000257-TP PSC-00-0795-FOF-TP	Source One Communications, Inc.	04/21/00	2 years
48	Resale	000268-TP PSC-00-1007-FOF-TP	Florida Phone Service, Inc.	04/04/00	2 years
48	Amendment to IUR	000269-TP PSC-00-0772-FOF-TP (ORIG DOCKET 980886)	NEXTLINK Florida, Inc.	04/19/00	Original term
48	Amendment to IUR	000270-TP PSC-00-0773-FOF-TP (ORIG DOCKET 991696)	Supra Telecommunications and Information Systems, Inc.	04/19/00	Original term
48	Amendment to IUR	000272-TP PSC-00-0768-FOF-TP (ORIG DOCKET 980379)	TriVergent Communications	04/19/00	Original term
48	IURC	000278-TP PSC-00-0887-FOF-TP	Business Telecom, Inc. d/b/a BTI	05/05/00	2 years
48	Amendment to IURC	000280-TP PSC-00-0883-FOF-TP	Network Access Solutions Corporation	05/05/00	Original term

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48	Resale	000307-TP PSC-00-0922-FOF-TP	Essential.com, Inc.	05/09/00	2 years
49	IUR	000308-TP PSC-00-0837-FOF-TP	Interloop, Inc.	04/27/00	2 years
49	Resale	000314-TP PSC-00-0875-FOF-TP	Pinnacle Telcom, Inc.	05/03/00	2 years
49	Amendment to IURC	000336-TP PSC-00-0835-FOF-TP (ORIG DOCKET 981004)	Columbia Telecommunications, Inc. d/b/a axessa	04/17/00	Original term
49	IURC	000337-TP PSC-00-0924-FOF-TP	The Other Phone Company, Inc. d/b/a Access One Communications	05/04/00	2 years
	Amendment to Resale	000355-TP PSC-00-1006-FOF-TP (ORIG DOCKET 991085)	Telephone Company of Central Florida, Inc.	05/16/00	Per original agreement
	Amendment to IURC	000356-TP PSC-00-2011-FOF-TP (ORIG DOCKET 991484)	Access Integrated Networks, Inc.	05/16/00	Per original agreement
	Amendment to IUR	000357-TP PSC-00-1018-FOF-TP (ORIG DOCKET 981581)	BlueStar Networks, Inc.	05/16/00	Per original agreement
	Amendment to IUR	000358-TP PSC-00-1073-FOF-TP (ORIG DOCKET 980861)	MGC Communications, Inc.	05/16/00	Per original agreement

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	Amendment to IUR	000359-TP PSC-00-2012-FOF-TP (ORIG DOCKET 980898)	Navigator Telecommunications, LLC.	05/16/00	Per original agreement
50	Resale	000365-TP PSC-00-0876-FOF-TP	Phone-Link, Inc.	05/03/00	2 years
50	Resale	000373-TP PSC-00-2006-FOF-TP	Buy-Tel Communications, Inc.	04/16/00	2 years
50	Resale	000374-TP PSC-00-1019-FOF-TP	Quick-Tel Communications, Inc.	04/16/00	2 years
50	Resale	000375-TP PSC-00-1074-FOF-TP	The Mobile Phone Company, Inc.	05/16/00	2 years
50	Resale	000419-TP PSC-00-2009-FOF-TP	Telefyne Incorporated	05/16/00	2 years
	Amendment to IURC	000420-TP PSC-00-1016-FOF-TP (ORIG DOCKET 980416)	Network Telephone Corporation	05/16/00	Per original agreement
	Amendment to IUR	000421-TP PSC-00-1071-FOF-TP	DSLnet Communications, LLC	05/16/00	Per original agreement
	Amendment to IUR	000424-TP PSC-00-1075-FOF-TP ORIG DOCKET 980908)	Florida Digital Network, Inc.	05/16/00	Per original agreement
50	Resale	000427-TP PSC-00-1072-FOF-TP	Bizy Phones, Inc.	05/16/00	2 years

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50	IURC	000437-TP PSC-00-1010-FOF-TP	USA Digital, Inc.	05/16/00	2 yrs from 03/08/00 w/mo-to-mo EC
	Amendment to IURC	000443-TP PSC-00-1174-FOF-TP	MetroLink Internet Services of Port Saint Lucie, Inc.	06/06/00	Per original agreement
	Amendment to IUR	000483-TP PSC-00-2044-FOF-TP (ORIG DOCKET 990992)	Adelphia Business Solutions of Florida, LLC	06/06/00	Per original agreement
	Amendment to IURC	000484-TP PSC-00-2042-FOF-TP (ORIG DOCKET 000278)	Business Telecom, Inc. d/b/a BTI	06/06/00	Per original agreement
	Amendment to IUR	000485-TP PSC-00-1107-FOF-TP (ORIG DOCKET 991837)	Kexa Corp d/b/a Capital Exploration	06/06/00	Per original agreement
	Amendment to IUR	000486-TP PSC-00-1108-FOF-TP (ORIG DOCKET 991555)	Allegiance Telecom of Florida, Inc.	06/06/00	Per original agreement
	Amendment to IUR	000487-TP PSC-00-2043-FOF-TP (ORIG DOCKET 980416)	Network Telephone Corporation	06/06/00	Per original agreement
50	Amendment to Resale	000488-TP PSC-00-2026-FOF-TP (ORIG DOCKET 980379-TP	TriVergent Communications	06/06/00	Existing agreement

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	IURC	000493-TP PSC-00-2049-LFOF-TP	NET-tel Corporation	06/06/00	3 years - EC 2 years
	Amendment to IURC	000494-TP PSC-00-1106-FOF-TP (ORIG DOCKET 000030)	Unicom Communications, LLC.	06/06/00	Per original agreement
	Amendment to IURC	000495-TP PSC-00-1104-FOF-TP	Adelphia Business Solutions of Jacksonville, Inc.	06/06/00	Per original agreement
50	IUR	000496-TP PSC-00-1153-FOF-TP	IDS Long Distance, Inc.	06/06/00	Original term
50	Collocation	000508-TP PSC-00-2027-FOF-TP	Maxcess, Inc.	06/06/00	2 yrs
51	Resale	000509-TP PSC-00-2024FOF-TP	PARCOM Communications, Inc.	06/06/00	2 yrs
51	Renegotiated IURC	000524-TP PSC-00-1155-FOF-TP	Time Warner Telecom of Florida, L.P.	06/06/00	2 yrs
51	Renegotiated IURC	000525-TP PSC-00-1152-FOF-TP	Oltronics, Inc.	06/06/00	2 yrs
51	IUR	000544-TP PSC-00-1268-FOF-TP	Computer Business Sciences, Inc.	06/20/00	2 yrs w/mo to mo EC during negotiations

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	IURC	000547-TP PSC-00-1249-FOF-TP	KMC Telecom II, Inc., KMC Telecom III, Inc. And KMC Telecom IV, Inc.	06/20/00	2 yrs as of 04/25/00 with mo-to EC during negotiations
	IURC	000553-TP PSC-00-1250-FOF-TP	Fuzion Wireless Communications Inc.	06/10/00	2 yrs EC - mo to mo
	Amendment to IUR	000554-TP PSC-00-1251-FOF-TP (ORIG DOCKET 990047)	Compass Telecommunications Incorporated	06/20/00	Per original agreement
	Amendment to IUR	000555-TP PSC-00-1274-FOF-TP (ORIG DOCKET 970454)	KMC Telecom, Inc., KMC Telecom II, Inc., KMC Telecom III, Inc., and KMC Telecom IV, Inc.	06/20/00	Per original agreement
	Amendment to IUR	000556-TP PSC-00-1252-FOF-TP (ORIG DOCKET 000056)	BlueStar Networks, Inc.	06/20/00	Per original agreement
	Amendment to IUR	000557-TP PSC-00-1253-FOF-TP (ORIG DOCKET 960854)	HTR&L Enterprises, Inc. d/b/a Hart Communications	06/20/00	Per original agreement
	Amendment to IUR	000558-TP PSC-00-1273-FOF-TP (ORIG DOCKET 981848)	DIECA Communications, Inc. d/b/a Covad Communications Company	06/20/00	Per original agreement

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52	IURC	000578-TP PSC-00-1256-FOF-TP	Global Crossing Local Services, Inc.	06/20/00	2 yrs w/auto monthly renew
52	Interconnection	000586-TP PSC-00-1258-FOF-TP	Arch Paging, Inc. And Mobile Communications Corporation of America	06/20/00	1 yr
52	Interconnection	000587-TP PSC-00-1259-FOF-TP	PageStar	06/20/00	1 yr
52	Interconnection	000588-TP PSC-00-1269-FOF-TP	TSR Wireless LLC	06/20/00	1 yr
52	Interconnection	000589-TP PSC-00-1328-FOF-TP	Teletouch Communications, Inc.	07/11/000	2 yrs w/auto renew every six months
52	Interconnection	000590-FOF-TP PSC-00-1385-FOF-TP	NPCR, Inc. d/b/a Nextel Partners	07/07/00	2 yrs w/auto renew every six months
52	Interconnection	000592-TP PSC-00-1363-FOF-TP	Radiofone, Inc.	07/11/00	1 yr w/auto renew every six months
52	Interconnection	000593-TP PSC-00-1325-FOF-TP	Baker's Electronics & Communications, Inc.	07/11/00	1 yr w/auto renew every six months
52	Interconnection	000594-TP PSC-00-1326-FOF-TP	Satellink Paging, LLC	07/11/00	1 yr w/auto renew every six months
53	Interconnection	000595-TP PSC-00-1386-FOF-TP	PageMart Wireless, Inc.	07/11/00	1 yr w/auto renew every six months
53	Interconnection	000596-TP PSC-00-1384-FOF-TP	Dave's Communications, Inc.	07/11/00	1 yr w/auto renew every six months

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53	Interconnection	000597-TP PSC-00-1327-FOF-TP	Gabriel Wireless, LLC	07/11/00	1 yr w/auto renew every six months
53	Collocation	000617-TP PSC-00-1387-FOF-TP	Broadslate Networks of Florida, Inc.	07/11/00	2 yr w/auto renew monthly
53	IURC	000618-TP PSC-00-1364-FOF-TP	Microsun Telecommunications, Inc.	07/11/00	2 yrs w/auto new monthly
52	Collocation	000635-TP PSC-00-1367-FOF-TP	WinStar Wireless, Inc.	07/11/00	2 yrs
54	IURC	000650-TP PSC-00-1349-FOF-TP	LightNetworks, Inc,	07/07/00	2 yrs beginning 05/09/00 EC - mo.-to-mo.
54	IURC	000657-TP PSC-00-1365-FOF-TP	Empire Telecom Services, Inc.	07/11/00	2 yrs beginning 04/14/00 - EC - mo-to-mo
	Amendment to IUR	000658-TP PSC-00-1343-FOF-TP (ORIG DOCKET 991555)	Allegiance Telecom of Florida, Inc.	07/11/00	Per original agreement
55	Resale	000663-TP PSC-00-1437-FOF-TP	Image Access Communications, Inc. d/b/a NewPhone	08/01/00	2 yrs beginning 04/24/00 - EC - mo-to-mo during renegotiation

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	Amendment to IUR	000664-TP PSC-00-1436-FOF-TP (ORIG DOCKET 981010)	North American Telecommunications Corporation d/b/a Southeast Telephone Company	08/01/00	Per original agreeement
	Amendment to IUR	000665-TP PSC-00-1435-FOF-TP (ORIG DOCKET 000030)	Unicom Communications, LLC.	08/01/00	Per original agreement
	Amendment to IUR	000666-TP PSC-00-1498-FOF-TP (ORIG DOCKET 960846)	MCImetro Access Transmission Services LLC.	08/15/00	Per original agreement
	Amendment to IUR	000667-TP PSC-00-1503-FOF-TP (ORIG DOCKET 000016	New Edge Network, Inc. d/b/a New Edge Networks	08/15/00	Per original agreement
	Amendment to IUR	000668-TP PSC-00-1502-FOF-TP (ORIG DOCKET 980416)	Network Telephone Company	08/15/00	Per original agreement
	Amendmen to IUR	000669-TP PSC-00-1574-FOF-TP (ORIG DOCKET 990741)	UniversalCom, Inc.	08/15/00	Per original agreement
55	IURC	000670-TP PSC-00-1608-FOF-TP	Florida Consolidated Multi-Media Srevices, Inc.	08/15/00	2 yrs - EC - mo-t-mo during renegotiation

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55	Resale	000679-TP PSC-00-1501-FOF-TP	Tower Communications, Inc. d/b/a United Southern Telecom	08/15/00	2 yrs beginning 03/10/20 - EC - mo-to-mo during renegotiation
55	Resale	000680-TP PSC-00-1578-FOF-TP	MY-TEL, INC.	08/15/00	2 yrs beginning 01/19/00 - EC -mo-to-mo during renegotiation
55	Resale	000681-TP PSC-00-1499-FOF-TP	NuStar Communications Corp.	08/15/00	2 yrs beginning 02/10/00 - EC - mo-to-mo during renegotiation
55	Resale	000682-TP PSC-00-1576-FOF-TP	Ganoco, Inc. d/b/a American Dial Tone	08/15/00	2 yrs beginning 05/16/00 - EC - mo-to-mo during renegotiation
56	IURC	000708-TP PSC-00-1505-FOF-TP	MVX.COM Communications, Inc.	08/15/00	1 yr beginning 05/18/00 - EC - mo-to-mo during renegotiation
56	IURC	000712-TP PSC-00-1506-FOF-TP	Ernest Communications, Inc.	08/15/00	2 yrs beginning 04/27/00 - EC - mo-to-mo during renegotiation
	One-Way Interconnection	000725-TP PSC-01-0064-FOF-TP	Tidal Communictions, Inc.	08/29/00	1 yr - EC-6 mos.

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	Resale	000726-TP PSC-00-1607-FOF-TP	USA Telecom, Inc.	08/29/00	2 yrs EC-mo to mo
	IURC	000727-TP PSC-00-1682-FOF-TP	BroadBand Office Communications, Inc.	08/29/00	1 yr EC-mo to mo
57	IURC	000728-TP PSC-00-1652-FOF-TP	Intercontinental Communications Group, Inc. d/b/a Fusion Telecom	08/29/00	2 yrs as of signature date - EC -mo-to-mo
	IURC	000729-TP PSC-00-1645-FOF-TP	FairPoint Communications Corp.	08/29/00	2 yrs EC-mo to mo
57	IURC	000730-TP PSC-00-1619-FOF-TP	Access Integrated Networks, Inc.	08/29/00	3 yrs beginning 02/17/00 - EC - mo-to-mo during renegotiation
	Resale	000771-TP PSC-00-1739-FOF-TP	USA Quick Phone	09/05/00	08/31/02
	Amendments to Interconnection	000799-TP PSC-00-1738-FOF-TP (ORIG DOCKET 991722)	EZ Talk Communications, L.L.C.	09/05/00	1 yr - EC yrly
	Amendment to IURC	000838-TP PSC-00-1737-FOF-TP	SBC National, Inc. d/b/a SBC Telecom, Inc.	09/05/00	Per original agreement
	Amendment to Interconnection	000844-TP PSC-00-1699-FOF-TP	DSLnet Communications, LLC.	09/05/00	Per original agreement

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	Amendmen to Interconnection	000845-TP PSC-00-1749-FOF-TP (ORIG DOCKET 990146)	Rhythms Links Inc.	09/05/00	Per original agreement
	Amendment to Interconnection	000846-TP PSC-00-1735-FOF-TP (ORIG DOCKET 000278)	Business Telecom, Inc. d/b/a BTI	09/05/00	Per original agreement
	Amendment to Interconnection	000853-TP PSC-00-1757-FOF-TP (ORIG DOCKET 991922)	ALLTEL Communications, Inc.	09/05/00	Per original agreement
	Amendment to Interconnection	000854-TP PSC-00-1751-FOF-TP (ORIG DOCKET 961150)	Sprint Communications Company Limited Partnership	09/05/00	Per original agreement
	Amendment to IUR	000855-TP PSC-00-1700-FOF-TP (ORIG DOCKET 991623)	Actel Integrated Communications, Inc.	09/05/00	Per original agreement
	Amendment to IUR	000856-TP PSC-00-1734-FOF-TP (ORIG DOCKET 980886)	NEXTLINK Florida, Inc.	09/05/00	Per original agreement
	Amendment to IUR	000858-TP PSC-00-1830-FOF-TP (ORIG DOCKET 990890)	2nd Century Communictions, Inc.	09/26/00	Per original agreement
	Amendment to IUR	000859-TP PSC-00-1829-FOF-TP (ORIG DOCKET 981837)	Kexa Corp d/a/b/a Captial Exploriation	09/26/00	Per original agreement

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	Amendment to Resale	000860-TP PSC-00-1844-FOF-TP (ORIG DOCKET 990506)	Budget Phone, Inc.	09/26/00	Per original agreement
	Amendment to Resale	000861-TP PSC-00-1845-FOF-TP (ORIG DOCKET 991816)	1-800-RECONEX, Inc.	09/26/00	Per original agreement
	Amendment to Resale	000870-TP PSC-00-1846-FOF-TP (ORIG DOCKET 991556)	CAT Communications International, Inc.	09/26/00	Per original agreement
	Amendment to Resale	000871-TP PSC-00-1842-FOF-TP (ORIG DOCKET 981651)	DPI-Teleconnect, LLC	09/26/00	Per original agreement
	Amendment to IUR	000872-TP PSC-00-1828-FOF-TP (ORIG DOCKET 991623)	Actel Integrated Communications, Inc.	09/26/00	Per original agreement
	Amendment to IUR	000873-TP PSC-00-1827-FOF-TP (ORIG DOCKET 990888)	Level 3 Communications, LLC.	0926/00	Per original agreement
	Amendment to Resale	000874-TP PSC-00-143-FOF-TP (ORIG DOCKET 000256)	EZ Talk Communications, LLC.	09/26/00	Per original agreement
	Amendment to IUR	000875-TP PSC-00-1826-FOF-TP (ORIG DOCKET 000308)	Interlop, Inc.	09/26/00	Per original agreement

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	Amendment to Collocation	000876-TP PSC-01-0651-FOF-TP (ORIG DOCKET 991350)	Pathnet, Inc. d/b/a Pathnet Communications, Inc.	03/06/01	Per original agreement
	Amendments to IURC	000877-TP PSC-00-1825-FOF-TP (ORIG DOCKET 980865)	NorthPoint Communications, Inc.	09/26/00	Per original agreement
	Amendment to IUR	000880-TP PSC-00-1824-FOF-TP (ORIG DOCKET 991555)	Allegiance Telecom of Florida, Inc.	09/26/00	Per original agreement
	Amendment to IUR	000884-TP PSC-001672-FOF-TP (ORIG DOCKET 970454)	KMC Telecom, Inc., KMC Tleecom II, Inc., KMC Telecom III, Inc. and KMC Telecom IV, Inc.	08/29/00	Per original agreement
	Amendment to IUR	000885-TP PSC-00-1671-FOF-TP (ORIG DOCKET 960833)	AT&T Communications of the Southern States, Inc. d/b/a AT&T	08/29/00	Per original agreement
	Interconnection	000887-TP PSC-00-1614-FOF-TP	ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom	09/05/00	Monthly
	One Way Interconnection	000888-TP PSC-01-0063-FOF-TP	Superbeepers Electronics, Inc.	09/26/00	1 yr - EC-6 mos.
	One-Way Interconnection	000905-TP PSC-01-0048-FOF-TP	Priority Paging, Inc.	09/26/00	1 yr - EC-mo to mo

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	Resale	000993-TP PSC-00-1858-FOF-TP	NorCom, Inc.	09/26/00	2 yrs EC-mo to mo
	Interconnection and Unbundling	000994-TP PSC-00-2132-FOF-TP	Intermedia Communications, Inc.	10/17/00	Not specified
	Amendment to Resale	001008TP PSC-00-1935-FOF-TP (ORIG DOCKET 981048)	Southern ReConnect, Inc.	10/17/00	Per original agreement
	Amendment to IUR	001009-TP PSC-00-1934-FOF-TP (ORIG DOCKET 971407)	Comcast Telephony Communications of Florida, Inc.	10/17/00	12/23/00
	Amendments to IUR	001010-TP PSC-00-2077-FOF-TP (ORIG DOCKET 991907)	PacTec Communications, Inc.	10/17/00	Per original agreement
	Amendment to IUR	001011-TP PSC-00-2076-FOF-TP (ORIG DOCKET 991725)	CRG International, Inc. d/b/a Network One	10/17/00	Per original agreement
	One-Way Interconnection and Name Change Amendment	001012-TP PSC-01-0065-FOF-TP	Action Communications, Inc. (f/k/a North American Software Associates, LTD)	10/17/00	Per original agreement
	Interconnection	001013-TP PSC-00-2155-FOF-TP	North American Software Associates, LTD.	10/17/00	2 yrs

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	Amendment to IUR	001032-TP PSC-00-2075-FOF-TP (ORIG DOCKET 990129	Daytona Telephone Company	10/17/00	Per original agreement
	Amendment to IUR	001033-TP PSC-00-2074-FOF-TP (ORIG DOCKET 990148)	IDS Long Distance, Inc.	10/17/00	Per original agreement
	Resale	001096-TP PSC-00-2068-FOF-TP	JTC Communications, Inc.	10/17/00	2 yrs EC-mo to mo
	IURC	001106-TP PSC-00-2069-FOF-TP	International Web Technologies, Inc.	10/17/00	2 yrs - EC-mo to mo
	IURC	001107-TP PSC-00-2070-FOF-TP	DV2, Inc.	10/17/00	2 yrs - EC-mo to mo
	IURC	001108-TP PSC-00-2072-FOF-TP	Actel Integrated Technologies, Inc.	10/17/00	2 yrs - EC-mo to mo
	IURC	001139-TP PSC-00-1996-FOF-TP	Lightyear Communications, Inc.	10/17/00	2 yrs - EC-mo to mo
	Resale	001160-TP PSC-00-1997-FOF-TP	NUI Telecom, Inc.	10/17/00	2 yrs EC-mo to mo
	Resale	001161-TP PSC-00-2067-FOF-TP	NOW Communications, Inc.	10/17/00	2 yrs EC-mo to mo
	IUR	001162-TP PSC-00-1995-FOF-TP	WinStar Wireless, Inc.	10/17/00	135 days

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	IURC	001182-TP PSC-00-2205-FOF-TP	Network Telephone Corporation	11/07/00	1 yr - EC-2 yrs
	IURC	001183-TP PSC-00-2209-FOF-TP	American Communication Services of Jacksonville, Inc. d/b/a e.spire Communications, Inc.	11/07/00	3 yrs-EC-mo to mo
	Resale	001196-TP PSC-00-2273FOF-TP	Alternatiave Access Telephone Communications Corp. d/b/a AA Tele-Com	11/07/00	2 yrs - EC mo to mo
	IURC	001197-TP PSC-00-2220-FOF-TP	Maxcess, Inc.	11/07/00	2 yrs - EC mo to mo
	IURC	001198-TP PSC-00-2207-FOF-TP	TriVergent Communictions	11/07/00	3 yrs - EC mo to mo
	IURC	001260-TP PSC-00-2206-FOF-TP	AccuTel of Texas, Inc.	11/07/01	1 yr - EC mo to mo
	Resale	001304-TP PSC-00-2246-FOF-TP	Basic Phone Inc.	11/07/00	2 yrs - EC mo to mo
	Resale	001327-TP PSC-00-2221-FOF-TP	Speedy Reconnect, Inc.	11/07/00	2 yrs - EC mo to mo
	Amendment to Resale	001333-TP PSC-00-2195-FOF-TP (ORIG DOCKET 990291)	Universal Telecom, Inc.	11/07/00	Per original agreement

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	Amendment to Resale	001334-TP PSC-00-2236-FOF-TP	Quantum Phone Communications, L.L.C.	11/07/00	2 yrs - EC mo to mo
	IURC	001364-TP PSC-00-2213-FOF-TP	Pathnet, Inc. d/b/a Pathnet Communications, Inc.	11/07/00	2 yrs
	Amendment to IURC	001369-TP PSC-00-2247-FOF-TP (ORIG DOCKET 000056)	BlueStar Networks, Inc.	11/07/00	Per original agreement
	Amendment to IURC	001370-TP PSC-00-2248-FOF-TP (ORIG DOCKET 990047)	Compass Telecommunications Incorporated	11/07/00	Per original agreement
	Amendment to IUR	001372-TP PSC-00-2418-FOF-TP (ORIG DOCKET 960833)	AT&T Communications of the Southern States, Inc.	11/28/00	Per original agreement
	Amendment to Resale	001374-TP PSC-00-2237-FOF-TP (ORIG DOCKET 000099)	Max-Tel Communications, Inc. d/b/a Florida's Max-Tel Communications	11/07/00	Per original agreement
	Amendment to Resale	001375-TP PSC-00-2210-FOF-TP (ORIG DOCKET 000771)	USA Quick Phone, Inc.	11/07/00	Per original agreement
	Amendment to Resale	001376-TP PSC-00-2218-FOF-TP ORIG DOCKET 980819)	Alternative Phone, Inc.	11/07/00	Per original agreement

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	Three Amendments to Resale	001377-TP PSC-00-2212-FOF-TP (ORIG DOCKET 991085)	Telephone Company of Central Florida, Inc.	11/07/00	Per original agreement
	Two Amendments to IUR	001378-TP PSC-00-2238-FOF-TP (ORIG DOCKET 980886)	NEXTLINK Florida, Inc.	11/07/00	Per original agreement
	Resale	001383-TP PSC-00-2204-FOF-TP	USA Telephone, Inc.	11/07/00	2 yrs - EC mo to mo
	Resale	001393-TP PSC-00-2401-FOF-TP	Southern Telemanagement Group, Inc.	11/28/00	2 yrs - EC mo to mo
	One-Way Interconnection and Unbundling	001422-TP PSC-01-0079-FOF-TP	Powertel, Inc.	12/29/00	2 yrs - EC mo to mo
	Resale	001429-TP PSC-00-2448-FOF-TP	Sandhills Telecommunications Group, Inc.	11/28/00	2 yrs - EC mo to mo
	IURC	001438-TP PSC-00-2420-FOF-TP	Network Plus, Inc. d/b/a Hale and Father, Inc.	11/28/00	2 yrs - EC mo to mo
	IURC	001439-TP PSC-00-2424-FOF-TP	Navigator Telecommunications, LLC	11/28/00	2 yrs - EC mo to mo

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	Amendment to Collocation	001442-TP PSC-01-0583-FOF-TP	DIECA Communications, Inc. d/b/a Covad Communications Company	02/20/01	Per original agreement
	Resale	001443-TP PSC-00-2441-FOF-TP	HJN Telecom, Inc.	11/28/00	2 yrs - EC mo to mo
	IURC	001446-TP PSC-00-2421-FOF-TP	Intetech L.C.	11/28/00	2 yrs - EC mo to mo
	Physical Collocation	001504-TP PSC-00-2460-FOF-TP	Progress Telecommunications Incorporated	11/28/00	Not specified
	Resale	001505-TP PSC-00-2439-FOF-TP	Express Phone Service, Inc.	11/28/00	2 yrs - EC mo to mo
	Resale	001506-TP PSC-00-2442-FOF-TP	Tele-Phone Communications, Inc.	11/28/00	2 yrs - EC mo to mo
	Resale	001507-TP PSC-00-2402-FPF-TP	Deland Actel, Inc.	11/28/00	2 yrs - EC mo to mo
	Resale	001508-TP PSC-00-2445-FOF-TP	State Discount Telephone, L.L.C.	11/28/00	2 yrs - EC mo to mo
	IURC	001509-TP PSC-00-2422-FOF-TP	MGC Communications, Inc. d/b/a Mpower Communications Corp.	11/28/00	2 yrs - EC mo to mo
	Resale	001524-TP PSC-00-2419-FOF-TP	AMAFLA Telecom, Inc.	11/28/00	2 yrs - EC mo to mo

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	IURC	001525-TP PSC-00-2440-FOF-TP	Birch Telecom of the South, Inc.	11/28/00	2 yrs - EC mo to mo
	Resale	001528-TP PSC-00-2403-FOF-TP	SATCOM Communication Corporation d/b/a SATCOM Communication	11/28/00	2 yrs - EC mo to mo
	IURC	001531-TP PSC-00-2399-FOF-TP	Centennial Florida Switch Corp.	11/28/00	2 yrs - EC mo to mo
	IURC	001534-TP PCS-00-2400-FOF-TP	Essex Communications, Inc. d/b/a eLEC Communications	11/28/00	2 yrs - EC mo to mo
	Interim Interconnection and Unbundling	001548-TP PSC-01-0215-FOF-TP	NewSouth Communications Corp.	12/19/00	1 yr
	Amendment to IURC	001578-TP PSC-01-0602-FOF-TP (ORIG DOCKET 000056)	BlueStar Networks, Inc.	02/20/01	Per original agreement
	Amendment to Resale	001586-TP PSC-01-0004-FOF-TP (ORIG DOCKET 000100)	Gulf Coast Communications, Inc.	12/19/00	Per original agreement
	Amendment to IUR	001587-TP PSC-01-0201-FOF-TP (ORIG DOCKET 981848)	DIECA Communications, Inc. d/b/a Covad Communications Company	01/02/01	Per original agreement

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	Amendment to IUR	001588-TP PSC-01-0561-FOF-TP (ORIG DOCKET 990129)	Daytona Telephone Company	02/20/01	Per original agreement
	Two Amendments to IUR	001594-TP PSC-01-0059-FOF-TP (ORIG DOCKET 980886)	NEXTLINK Florida, Inc.	12/19/00	Per original agreement
	Amendment to IUR	001595-TP PSC-01-0041-FOF-TP (ORIG DOCKET 980861)	MGC Communications, Inc. d/b/a Mpower Communications (n/ka Mpower Communications Corporation)	12/19/00	Per original agreement
	Amendment to Resale	001597-TP PSC-00-2486-FOF-TP (ORIG DOCKET 981846)	Coral Bay Telephone Service d/b/a Coral Bay Financial Services	12/05/00	Per original agreement
	Amendment to Resale	001598-TP PSC-00-2528-FOF-TP (ORIG DOCKET 981245)	NOS Communications, Inc. d/b/a International Plus d/b/a 011 Communications d/b/a/ The Internet Business Association	12/05/00	Per original agreement
	Amendmen to Resale	001599-TP PSC-00-2529-FOF-TP (ORIG DOCKET 991591)	EFS, Inc.	12/05/00	Per original agreement
	Amendment to IUR	001600-TP PSC-01-0008-FOF-TP (ORIG DOCKET 980865)	NorthPoint Communications, Inc.	12/19/00	Per original agreement

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	Interim Interconnection	001601-TP PSC-01-0286-FOF-TP	ALLTEL Communications, Inc.	01/16/01	Not specified
	Amendment to Interconnection	001602-TP PSC-00-2477-FOF-TP (ORIG DOCKET 990788)	AirTouch Paging, Inc.	12/05/00	Per original agreement
	Amendment to Collocation	001603-TP PSC-00-2423-FOF-TP (ORIG DOCKET 000508)	Maxcess, Inc.	12/05/00	Per original agreement
	Amendment to IUR	001604-TP PSC-01-0009-FOF-TP (ORIG DOCKET 981256)	OptiLink Communications, Inc.	12/19/00	Per original agreement
	Amendment to IURC	001609-TP PSC-01-0160-FOF-TP (ORIG DOCKET 000337)	The Other Phone Company d/b/a Access One Communications	01/02/01	Per original agreement
	IURC	001611-TP PSC-01-0173-FOF-TP	North American Telecommunications Corporation d/b/a Southeast Telephone Company	01/02/01	3 yrs - EC mo to mo
	IURC	001614-TP PSC-01-0081-FOF-TP	Caronet, Inc.	12/19/00	2 yrs - EC mo to mo
	Amendment to Resale	001633-TP PSC-01-0047-FOF-TP (ORIG DOCKET 000160)	FLATEL, Inc. d/b/a Florida Telephone Company	12/19/00	Per original agreement

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	Amendment to Resale	001634-TP PSC-01-0086-FOF-TP (ORIG DOCKET 991592)	Ciera Network Systems, Inc.	12/19/00	Per original agreement
	Amendment to Resale	001635-TP PSC-01-0057-FOF-TP (ORIG DOCKET 990506)	Budget Phone, Inc.	12/19/00	Per original agreement
	Resale	001636-TP PSC-01-0177-FOF-TP	Southern Telecommunications Services, Inc.	01/02/01	2 yrs - EC mo to mo
	Amendment to IUR	001637-TP PSC-01-0100-FOF-TP (ORIG DOCKET 000016)	New Edge Networks, Inc. d/b/a New Edge Networks	12/19/00	Per original agreement
	Amendment to Adopted Terms of IURC	001638-TP PSC-010181-FOF-TP	Network Access Solutions Corporation	01/02/01	Per original agreement
	Amendment to IUR	001639-TP PSC-01-0161-FOF-TP (ORIG DOCKET 990146)	Rhythms Links, Inc. (f/k/a ACI Corporation)	01/02/01	Per original agreement
	Amendment to IUR	001640-TP PSC-01-0157-FOF-TP (ORIG DOCKET 991725)	CRG International Inc. d/b/a Network One	01/02/01	Per original agreement
	Amendment to IURC	001641-TP PSC-01-0162-FOF-TP (ORIG DOCKET 000308)	Interloop, Inc.	01/02/01	Per original agreement

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	IURC	001643-TP PSC-01-0176-TP	Metropolitan Telecommunications, Inc. d/b/a/ MetTel	01/02/01	3 yrs - EC mo to mo
	One Way Interconnection	001644-TP PSC-01-0192-FOF-TP	Telepersonal Communications, Inc.	01/02/01	2 yrs - EC mo to mo
	Resale	001645-TP PSC-01-0176-FOF-TP	Biz-Tel Communications	01/02/01	2 yrs - EC mo to mo
	One Way Interconnection	001646-TP PSC-01-0193-FOF-TP	J.E.R. Beepers, Inc. d/b/a Rainbow Paging	01/02/01	2 yrs - EC mo to mo
	One Way Interconnection	001647-TP PSC-01-0191-FOF-TP	R&G Distributors, Inc.	01/02/01	2 yrs - EC mo to mo
	Amendment to IURC	001670-TP PSC-01-0190-FOF-TP (ORIG DOCKET 000056)	BlueStar Networks, Inc.	01/02/01	Per original agreement
	Interim Interconnection	001698-FP (PSC-01-0170-FOF-TP	Florida Digital Network, Inc.	01/02/01	1 yr - EC mo to mo
	One Way Interconnection	001699-TP PSC-01-0168-FOF-TP	PNI Technologies, Inc.	01/02/01	2 yrs - EC mo to mo
	Physical Collocation	001700-TP PSC-01-0169-FOF-TP	EPIK Communications Incorporated	01/02/01	2 yrs - EC mo to mo

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	IURC	001701-TP PSC-01-0606-FOF-TP	KMC Telecom, Inc., KMC Telecom II, Inc., KMC Telecom III, Inc., and KMC Telecom V, Inc.	02/20/01	3 yrs - EC mo to mo
	Resale	001705-TP PSC-01-0179-FOF-TP	Kancharla Corporation	01/02/01	2 yrs - EC mo to mo
	Resale	001706-TP PSC-01-0178-FOF-TP	TelSon Communications, Inc.	01/02/01	2 yrs - EC mo to mo
	Resale	001710-TP PSC-01-0265-FOF-TP	Gulf Coast States Telecommunications, Inc.	01/16/01	2 yrs - EC mo to mo
	Resale	001711-TP PSC-01-0266-FOF-TP	Columbus Catelog Sales d/b/a Columbus Local Communications	01/16/01	2 yrs - EC mo to mo
	Resale	001712-TP PSC-01-0280-FOF-TP	National Telecom, LLC.	01/16/01	2 yrs - EC mo to mo
	Resale	001713-TP PSC-01-0268-FOF-TP	MetroConnection, Inc. d/b/a TransAmerican Telephone, Inc.	01/16/01	2 yrs- EC mo to mo
	IURC	001714-TP PSC-01-0267-FOF-TP	SBC National, Inc. d/b/a SBC Telecom, Inc.	01/16/01	2 yrs - EC mo to mo
	Resale	001722-TP PSC-01-0271-FOF-TP	EZ Telephone d/b/a ET Home Phone	01/16/01	2 yrs - EC mo to mo

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	Resale	001726-TP PSC-01-0272-FOF-TP	American Communications, Inc.	01/16/01	2 yrs - EC mo to mo
	Amendment to Interconnection	001744-TP PSC-01-0273-FOF-TP (ORIG DOCKET 001013)	North American Software Associates, LTD (n/k/a Action Communications, Inc.)	01/16/01	Per original agreement

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BELLSOUTH ADOPTION
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BELLSOUTH
ADOPTION INDEX - SECTION 252i
UPDATED: May 1, 2001
*Docket numbers may not have been assigned to initial adoptions filed with the Commission.

For information regarding this report email us at mhoward@psc.state.fl.us.

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1	Interconnection	N/A*	980402-TP	Adoption by American Phone Corporation originally filed between BellSouth/Utilicore	11/2/98	Original Term
1	IUR	N/A*	970454-TP	Adoption by National Phone Corporation originally filed between BellSouth and KMC	12/18/98	2/24/99
1	Interconnection	N/A*	981629-TP	Adoption by Knology Holdings originally filed between BellSouth and MCImetro	3/5/99	6/19/00

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1	Interconnection	N/A*	981629-TP	Adoption by MediaOne Fiber Technologies, Inc. originally filed between BellSouth and MCImetro	3/18/99	6/2/00
1	Interconnection	N/A*	981629-TP	Adoption by Supra Business Systems, Inc. originally filed between BellSouth and MCImetro	3/8/99	6/19/00
2	Interconnection	N/A*	961053-TP	Adoption by CCCFL, Inc.d/b/a Connect!. originally filed between BellSouth and MFS Com.	1/12/99	Original Term
2	Interconnection	N/A*	970890-TP	Adoption by CCCFL, Inc.d/b/a Connect!. originally filed between BellSouth and ALEC,Inc.	2/25/99	Original Term
2	IUR	N/A*	981629-TP	Adoption by Network Plus, Inc. originally filed between BellSouth and MCImetro.	1/25/99	6/19/00

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2	Interconnection	N/A*	981629-TP	Adoption by Atlantic. Net Broadband,Inc originally filed between BellSouth and MCImetro.	1/14/99	6/3/00
2	Interconnection	**WITHDRAWN**	981629-TP	Adoption by Interstate Telephone Group originally filed between BellSouth and MCImetro	N/A	N/A
2	Interconnection	N/A*	960846-TP	Adoption by State Communications, Inc. originally filed between BellSouth and MCI.	4/27/99	3 years
3	Interconnection	N/A*	960846-TP	Adoption by Globe Telecommunications Inc. Originally filed between BellSouth and MCImetro.	3/15/99	3/15/02
3	IUR	N/A*(990641-TP) UNDOCKETED	960757-TP	Adoption by WAMnet Communications, Inc. originally filed between BellSouth and MCImetro	7/6/99	6/19/00

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3	Interconnection	N/A*	960846-TP	Adoption by Oltronics Inc. Originally filed between BellSouth and MCImetro.	4/12/99	6/19/00
3	Interconnection	N/A*	981848-TP	Adoption by Network Access Solutions, LLC. originally filed between BellSouth and DIECA Communications.	3/29/99	12/1/00
4	Resale	980795-TP PSC-98-1333-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (RENEG ON 981534)	970373-TP	Adoption by Cable & Wireless, Inc. originally filed between BellSouth and LCI.	3/31/98	Original Term
4	IUR	980885-TP PSC-98-1325-FOF-TP	T-98-1096	Adoption by SCSI, Inc. originally filed between BellSouth and DeltaCom (In error, CMS does not state adoption)	9/22/98	7/1/97 Pursuant to Section XVII

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4	IUR	980908-TP PSC-98-1327-FOF-TP (SEE AMENDMENT 990299)	960846-TP	Adoption by Florida Digital Network, Inc. originally filed between BellSouth and MCImetro	9/22/98	Original Term
	IURC	981256-TP PSC-98-1681-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (RENEG ON 991382)	971238-TP	Adoption by OptiLink Communications Originally filed between BellSouth and DeltaCom	9/17/98	Original Term
4	Interconnection and Resale	981583-TP PSC-99-0271-FOF-TP	971238-TP	Adoption by HTC Communications, Inc. originally filed between BellSouth and DeltaCom	7/1/97	Original Term
4	IUR	981646-TP PSC-99-0136-FOF-TP **CMS SHOULD HAVE RECORDED AS AN ADOPTION**	960846-TP	Adoption by Ernest Communications, Inc. originally filed between BellSouth and MCImetro	11/6/98	Original Term

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5	IUR	981718-TP PSC-99-0286-FOF-TP **CMS SHOULD HAVE RECORDED AS AN ADOPTION**	971368-TP	Adoption by PaeTec Communications, Inc. originally filed between BellSouth and US West !nterprise America dba !nterprise America, Inc.	11/12/98	3 yrs from Oct. 8, 1997
5	IUR	981864-TP PSC-99-0451-FOF-TP **CMS SHOULD HAVE RECORDED AS AN ADOPTION**	970804-TP	Adoption by Dixie-Net Communications originally filed between BellSouth and DeltaCom	2/16/99	Original Term
5	IUR	981865-TP PSC-99-0474-FOF-TP (SEE AMENDMENT ON 990238)	971555-TP	Adoption by Omnicall, Inc. originally filed between BellSouth and Supra.	2/16/99	11/19/00
5	Interconnection	981872-TP PSC-99-0496-FOF-TP **CMS SHOULD HAVE RECORDED AS AN ADOPTION**	960846-TP	Adoption by OpTel Telecom, Inc. originally filed between BellSouth and MCImetro.	12/01/98	6/18/00
6	IUR	982018-TP PSC-99-0452-FOF-TP	971238-TP	Adoption by Comm. Depot, Inc. originally filed between BellSouth and DeltaCom.	2/16/99	7/1/99

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6	IUR	990208-TP PSC-99-0786-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION (SEE ADOPTIONS)**	960846-TP	Adoption by Netcon Telcom, Inc. originally filed between BellSouth and MCImetro	1/4/99	3yrs
6	IUR	990292-TP **THIS WAS PREVIOUSLY APPROVED, STAFF CLOSED DOCKET, SEE MEMO**	981848-TP	Adoption by DSLnet Communications, LLC originally filed between BellSouth and DIECA Communications dba Covad	2/16/99	12/1/00
7	IUR	990791-TP PSC-99-1537-FOF-TP (A) 991373-TP	981848-TP	Adoption by Inter Mountain Cable, Inc. originally filed between BellSouth and DIECA	8/4/99	Original Term
7	IUR	990867-TP PSC-99-1578-FOF-TP	960969-TP	Adoption by Main Telecom, LLC. originally filed between BST and ACSI dba e.spire	7/27/99	Original Term

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7	IUR	990888-TP PSC-99-1470-FOF-TP (SEE AMENDMENT 991364)	960846-TP	Adoption by Level 3 Communications, LLC orginially filed between BST and MCImetro	07/29/99	6/19/200 pursuant to Section 2
8	IUR	990889-**TP** PSC-99-1471-FOF-TP (SEE ADMENDMENT 991920)	960846-TP	Adoption by Hyperion Communications of Florida, LLC originally filed between BellSouth and MCImetro.	7/29/99	Original Term
8	IUR	990920-TP PSC-99-1539-FOF-TP (SEE AMENDMENT 990998)	960846-TP	Adoption by Hyperion Communications of Florida, originally filed between BST and MCImetro		
8	IUR	990924-TP PSC-99-1538-FOF-TP	960769-TP	Adoption by US LEC of Florida, Inc. originally filed between BST and Intermedia	08/04/99	Pursuant to Section 3 of the BST/ USLEC agreement

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8	Interconnection	990959-TP PSC-99-1930-FOF-TP *DENIED BY COMMISSION*	960833-TP	Adoption by Healthcare Liability Management Corp. D/b/a Fibre Channel Networks, Inc. And Health Management Systems, Inc. originally filed between BellSouth and AT&T	Denied	N/A
9	Resale	990981-TP PSC-99-1678-FOF-TP (SEE AMENDMENT FILED 000271-TP)	971549-TP	Adoption by Omnicall, Inc. originally filed between BellSouth and CRG International, Inc. dba Network One	7/14/99	Original Term
9	IUR	990992-TP PSC-99-1677-FOF-TP	960846-TP	Adoption by Adelphia Telecommunications of Florida, Inc. originally filed between BellSouth and MCImetro.	8/30/99	6/19/00

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9	IUR	991114-TP PSC-99-1676-FOF-TP	981581-TP	Adoption by BlueStar Networks, Inc. (fka BlueStar Communications, LLC) originally filed between BellSouth and e.spire.	8/30/99	Original Term
9	IUR	991190-TP PSC-99-1877-FOF-TP	960833-TP	Adoption by TCG South Florida originally filed between BellSouth and AT&T.	9/21/99	6/10/00
9	IURC	991234-TP PSC-99-2413-FOF-TP **CMS SHOULD HAVE RECORDED AS ADOPTION	990146-TP	Adoption by IntraLEC, Inc. originally filed between BellSouth and ACI.	12/08/99	2 yrs
10	IUR	991282-TP PSC-99-1922-FOF-TP	980624-TP	Adoption by Pointecom, Inc. originally filed between BellSouth and NewSouth Communications, Inc.	9/28/99	7/01/00

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10	Interconnection	991283-TP PSC-99-1921-FOF-TP	981848-TP	Adoption by JATO Operating Two Corp. originally filed between BellSouth and DIECA Communications dba Covad	9/28/99	12/31/00
10	IUR	991320-TP PSC-99-1923-FOF-TP	991923-TP	Adoption by Light Networks Inc. originally filed between BST and ACSI dba e.spire	9/28/99	Original Term
11	IUR	991505-TP PSC-99-2048-FOF-TP	960846-TP	Adoption by The Basico Group, Inc.originally filed between BST and MCImetro	10/20/99	Original Term
11	IUR	991507-TP PSC-99-2218-FOF-TP	960846-TP	Adoption by FreedomTel, Inc. originally filed between BST and MCImetro	11/10/99	Original Term

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11	IUR	991555-TP PSC-99-2071-FOF-TP		Adoption by Allegiance Telecom of Florida, Inc. originally filed between BellSouth and US West Interprise America, Inc. dba !nterprise America	10/21/99	10/8/2000
12	IUR	991623-TP PSC-99-2222-FOF-TP		Adoption by Actel Integrated Communications Inc. originally filed between BellSouth and US West Interprise America, Inc. dba !nterprise America	10/10/99	
12	Interconnection	991689-TP PSC-99-2035-FOF-TP	960833-TP	Adoption by Maxcess,Inc. originally filed between BellSouth and AT&T.	11/30/99	6/10/00
12	IUR	991691-TP PSC-00-0233-FOF-TP	960769-TP	Adoption by CCCFL, Inc. dba Connect! originally filed between BST and Intermedia	2/4/2000	Original Term

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12	IUR	991696-TP PSC-99-2304-FOF-TP (A) 000270-TP	960833-TP	Adoption by Supra Telecommunications originally filed between BellSouth and AT&T.	11/30/99	Original Term
13	IUR	991733-TP PSC-99-2301-FOF-TP		Adoption by Prism Florida Operations, LLC originally filed between BellSouth and 2nd Century Communications.	11/30/99	6/16/01
13	IUR	992028-TP PSC-00-0178-FOF-TP (SEE ADMENDMENT 000101-TP)		Adoption by OnePoint Comm.-GA, LLC originally filed between BellSouth and Sprint Comm.	01/25/00	7/1/00
14	IUR	000016-TP PSC-00-0177-FOF-TP		Adoption by New Edge Networks, Inc. dba New Edge Networks originally filed between BST and DIECA dba Covad		Original Term

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14	Interconnection	000024-TP PSC-00-0554-FOF-TP		Adoption by SBC National, Inc. originally filed between BST and MCImetro	3/1/2000	3 yrs
15	IUR	000060-TP PSC-00-0199-FOF-TP		Adoption by YourTel Telecom Corporation originally filed between BST and MCImetro	01/26/00	06/19/00
15	IUR	000117-TP PSC-00-0704-FOF-TP		Adoption by O1 Communications of Florida, LLC originally filed between BST and ACI Corp	04/13/00	1 yr
15	IURC	000299-TP PSC-00-0870-FOF-TP		Adoption by Metrolink Internet Services of Port Saint Lucie, Inc. originally filed between BST and OptiLink Communications, Inc.	05/03/00	2 yrs

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16	Collocation	000381-TP PSC-00-0860-FOF-TP		Adoption by LightNetworks, Inc. originally filed between BST and BlueStar Networks.	05/02/002	2 yrs
	IURC	000707-TP PSC-00-1339-FOF-TP		Adoption by Atlantic.Net Broadband, Inc. originally filed between BellSouth and NEXTLINK	07/24/00	3 yrs
	IURC	000716-TP PSC-00-1496FOF-TP		Adoption by NET-tel Corporation originally filed between BellSouth and Rhythms Links Inc.	08/17/00	Per original agreement
	IURC	000963-TP		Adoption by Broadslate Networks of Florida, Inc. originally filed between BellSouth and BlueStar Networks, Inc.	08/03/00	2 yrs EC-mo to mo

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	IURC	001180-TP PSC-00-1705-FOF-TP		Adoption by Talk.com Holding Corp. d/b/a Network Services d/b/a The Phone Company originally filed between BellSouth and The Other Phone Company d/b/a Access One Communications, Inc.	09/21/00	2 yrs EC-mo to mo
	IURC	001181-TP PSC-00-1706-FOF-TP		Adoption by Urban Media of Florida, Inc. originally filed between BellSouth and The Other Phone Company d/b/a Acces One Communications, Inc.	09/21/00	2 yrs EC - mo to mo

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	IURC	001184-TP PSC-00-1698-FOF-TP		Adoption by JTC Communications, Inc. originally filed between BellSouth and The Other Phone Company d/b/a Access One Communications, Inc.	09/21/00	2 yrs EC- mo to mo
	IURC	001365-TP PSC-00-2179-FOF-TP		Adoption by Net2000 Communications Services, Inc. Originally filed between BellSouth and DIECA Communications, Inc. d/b/a COVAD Communications Company	11/14/00	2 yrs - EC 2 yrs
	IURC	001547-TP PSC-01-0194-FOF-TP		Adoption by Urban Media of Florida, Inc. originally filed between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, Inc.	02/05/01	2 yrs - EC mo to mo

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	IURC	001567-TP PSC-00-2352-FOF-TP		Adoption by Williams Local Network, Inc. originally filed between BellSouth and Metromedia Fiber Network Services, Inc.	11/21/00	2 yrs - EC mo to mo
	IURC	001690-TP PSC-01-0159-FOF-TP		Adoption by Newpath Holdings originally filed between BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company	02/05/01	2 yrs

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	Arbitration	970336-TP **WITHDRAWN**	ICG Telecom Group, Inc.	N/A	N/A
1	Arbitration	960757-TP PSC-97-0235-FOF-TP PSC-99-0043-FOF-TP (SEE ORIGINAL AGREEMENT IN DOCKET NO. 961053, WHICH SHOULD HAVE BEEN DOCKETED UNDER 960757)	Metropolitan Fiber Systems of Florida, Inc. (MFS)	1/17/97	1/17/2002
1	Arbitration	960833-TP PSC-97-0724-FOF-TP (SEE AMENDMENT 991007)	AT&T Communications of the Southern States, Inc. dba AT&T	6/10/97	6/10/2000
	Arbitration	960837-TP **WITHDRAWN**	Metropolitan Fiber Systems of Florida, Inc. (MFS)	N/A	N/A
1	Arbitration	960846-TP PSC-97-0732-FOF-TP	MCI Metro Access	6/19/97	6/19/2000

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	Arbitration	960916-TP **CONSOLIDATED WITH 960833-TP**	MCImetro and MCI Telecommunications	N/A	N/A
	Arbitration	960979-TP **WITHDRAWN**	WinStar Wireless of Florida, Inc.	N/A	N/A
1	Arbitration	961150-TP PSC-97-0983-FOF-TP	Sprint Communications	7/1/97	7/1/2000
	Arbitration	961346-TP **DISMISSED**	Telenet of South Florida	N/A	N/A
	Arbitration	970077-TP **WITHDRAWN**	Vanguard Cellular Systems, Inc.	N/A	N/A
2	Arbitration for IURC	971140-TP PSC-99-2461-FOF-TP	AT&T Communications of the Southern States, MCI Telecommunications and MCImetro Access Transmission Services, Inc.	11/30/99	Original Term
	Arbitration	971425-TP **WITHDRAWN**	AT&T Wireless	N/A	N/A
	Arbitration	980155-TP **WITHDRAWN**	Supra Telecommunications	N/A	N/A

BOOK #	TYPE OF AGREEMENT	DOCKET NO. /ORDER NO.	PARTY(IES) INVOLVED	EFFECTIVE DATE	EXPIRATION (PURSUANT TO AGREEMENT - EXTENSION CLAUSES MAY APPLY)
	Arbitration	981833-TP **RESOLVED IN 991444**	Supra Telecommunications	N/A	N/A
	Arbitration for Resale	981052-TP PSC-99-1013-FOF-TP **WITHDRAWN**	Telephone Company of Central Florida, Inc.	N/A	N/A
	Arbitration	981642-TP **WITHDRAWN**	Intermedia Communications	N/A	N/A
	Arbitration	981745-TP **WITHDRAWN**	e.spire Communications	N/A	N/A
3	Arbitration	990149-TP PSC-00-0634-FOF-TP	MediaOne Florida Telecommunications, Inc.	04/05/00	2 years
3	Arbitration	990691-TP PSC-00-1497-FOF-TP	ICG Telecom Group, Inc.	08/18/00	3 years
3	Arbitration	990750-TP PSC-01-0717-FOF-TP	ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom	03/13/01	12/31/02
	Arbitration	990799-TP **WITHDRAWN**	US LEC of Florida	N/A	N/A
	Arbitration	991391-TP **WITHDRAWN**	Pilgrim Telephone, Inc.	N/A	N/A

BOOK #	TYPE OF AGREEMENT	DOCKET NO. /ORDER NO.	PARTY(IES) INVOLVED	EFFECTIVE DATE	EXPIRATION (PURSUANT TO AGREEMENT - EXTENSION CLAUSES MAY APPLY)
	Arbitration	991605-TP **WITHDRAWN**	Time Warner of Florida, L.P.	N/A	N/A
	Arbitration	991760-TP **WITHDRAWN**	TeleConex, Inc. dba TeleConex	N/A	N/A
	Arbitration	991838-TP **WITHDRAWN**	BlueStar Networks, Inc.	N/A	N/A

VKW-3

FEDERAL COMMUNICATIONS COMMISSION:
LOCAL TELEPHONE COMPETITION:
STATUS AS OF DECEMBER 31, 2000

LOCAL TELEPHONE COMPETITION: STATUS AS OF DECEMBER 31, 2000

Industry Analysis Division
Common Carrier Bureau
Federal Communications Commission
May 2001

This report is available for reference in the FCC's Reference Information Center, Courtyard Level, 445 12th Street, S.W., Washington, D.C. Copies may be purchased by calling International Transcription Services, Inc. (ITS) at (202) 857-3800. The report can also be downloaded from the **FCC-State Link** Internet site at <www.fcc.gov/ccb/stats>. For additional information, contact the Common Carrier Bureau's Industry Analysis Division at (202) 418-0940, or for users of TTY equipment, call (202) 418-0484.

Local Telephone Competition: Status as of December 31, 2000

We present here summary statistics of the latest data on local telephone services competition in the United States as reported in the Commission's local competition and broadband data gathering program (FCC Form 477). The summary statistics provide a snapshot of local telephone service competition and state-specific mobile wireless telephone subscribership as of December 31, 2000.[1]

Based on the latest information now available, readers can draw the following broad conclusions:

- Competitive local exchange carriers (CLECs) reported 16.4 million (or 8.5%) of the approximately 194 million nationwide local telephone lines that were in service to end-user customers at the end of the year 2000, compared to 12.7 million (or 6.7% of nationwide lines) six months earlier. This represents a 29% growth in CLEC market size during the second half of the year 2000. See Table 1.

- About 60% of CLEC local telephone lines served medium and large business, institutional, and government customers at the end of the year 2000. By contrast, about 20% of incumbent local exchange carrier (ILEC) local telephone lines served such customers. See Table 2.

- CLECs reported providing about 35% of end-user customer lines over their own local loop facilities at the end of the year 2000.[2] To serve the remainder of their end-user lines, CLECs resell the

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[1] Qualifying carriers reported data for December 31, 2000 in filings due on March 1, 2001. (Qualification status is determined separately for each state. If a carrier has at least 10,000 local telephone lines in service in a state, it must file local telephone data for that state.) Earlier FCC Form 477 filings reported data as of December 31, 1999 and as of June 30, 2000. *See* Federal Communications Commission, Common Carrier Bureau, Industry Analysis Division, *Local Telephone Competition at the New Millennium* (rel. Aug. 2000) and *Local Telephone Competition: Status as of June 30, 2000* (rel. Dec. 2000), available at <www.fcc.gov/ccb/stats>. During this data gathering program, qualifying service providers will file FCC Form 477 each year on March 1 (reporting data for the preceding December 31) and September 1 (reporting data for June 30 of the same year). An updated FCC Form 477, and Instructions for that particular form, for each specific round of the data collection may be downloaded from the FCC Forms website at <www.fcc.gov/formpage.html>. FCC Form 477 replaced a previous, voluntary data gathering program which was administered by the Common Carrier Bureau. *See Local Competition and Broadband Reporting*, CC Docket No. 99-301, Notice of Proposed Rulemaking, 14 FCC Rcd 18106 (rel. Oct. 22, 1999).

[2] A reporting carrier should own the "last mile" of wire, cable, or optical fiber that connects to the end-user premises (or own the equivalent fixed wireless facility) if it reports providing the local telephone line over its own facilities. In general, local exchange and exchange access lines provisioned over facilities (other than dark fiber) and services obtained from another carrier are not the reporting carrier's "own facilities" for purposes of this data collection, irrespective of whether those facilities or services are obtained under interconnection arrangements, under tariff, or by other means. In particular, owning the switch that provides dialtone (and other services) over a UNE loop leased from another carrier does not qualify a line as being provisioned over the reporting carrier's own facilities. We believe the reports of at least some CLECs are not consistent with these directions, and we expect such providers to report data more accurately as they gain experience with the program. We also expect that there may be some need

(continued....)

services of other carriers or use unbundled network element (UNE) loops that they lease from other carriers.[3] See Table 3.

- ILECs reported providing about 6.8 million lines to other carriers on a resale basis at the end of the year 2000, compared to about 5.7 million lines six months earlier. The number of UNE loops that ILECs reported providing to other carriers increased more rapidly, by 62%, to a total of about 5.3 million.[4] See Table 4.

- Considering the technology deployed in the "last few feet" to the end-user customer's premises, about 1% of nationwide local telephone lines in service at the end of the year 2000, or about 1.2 million lines, terminated at the end-user customer's premises over coaxial cable facilities. Less than 1% of lines terminated over fixed wireless facilities. See Table 5.

- The Commission's data collection program provides information about CLEC local telephone lines (and the CLEC share of total end-user lines in service) in individual states. Relatively large numbers of CLEC lines are associated with the more populous states.[5] With respect to the calculated CLEC *share* of local telephone lines in service, however, relatively large values are reported for some less populous states, such as Kansas, Louisiana, and Minnesota, as well as for some more populous states, such as New York and Texas. See Table 6.

- At least one CLEC reported providing service in the District of Columbia, in Puerto Rico, and in all states except Hawaii. Four or more CLECs reported serving customers in 34 states and the

(Continued from previous page)
for further clarification and adjustment of the reporting system. The Commission recently accepted comments on whether modifications should be made to this data collection. *See Local Competition and Broadband Deployment*, CC Docket No. 99-301, Second Notice of Proposed Rulemaking (rel. Jan. 19, 2001).

[3] UNE loops, as we use the term here, includes UNE loops leased from an ILEC on a stand-alone basis and also UNE loops leased in combination with UNE switching or with any other unbundled network element. For definitions of the various unbundled network elements, *see Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCC Rcd 3696, 3932-3952 (rel. Nov. 5, 1999).

[4] The numbers reported by ILECs may be slightly understated because smaller carriers are not required to report data. However, as the reporting ILECs account for about 98% of all ILEC lines, the understatement should not be large. (All ILECs, whether or not they normally report to the FCC, provide data on the number of telephone lines served to the National Exchange Carrier Association for use in conjunction with the Commission's universal service mechanism.) We are less certain about the extent to which comparable lines as reported by CLECs are understated as a result of the state-specific reporting threshold, but we expect such understatement to be larger, on a percentage basis, than for ILECs.

[5] The first and second largest numbers of CLEC lines are reported for New York and Texas which are, respectively, the third and second most populous states. The most populous state, California, has the third largest number of CLEC lines reported.

District of Columbia.[6] See Table 7.

- The percentage of total CLEC end-user lines serving residential and small business customers varies among the states, and is generally lower than the corresponding ILEC percentage.[7] See Table 8.

- By comparison to the roughly 194 million fixed-facility[8] local telephone lines serving end-user customers, the 77 providers of mobile wireless telephone services that reported information served about 101 million subscribers at the end of the year 2000.[9] About 9% of these subscribers received their service via a mobile telephone service reseller. See Table 9.

- The Commission's data collection program requires CLECs and ILECs to identify each zip code in which the provider serves at least one customer.[10] As of December 31, 2000, at least one CLEC was serving customers in 56% of the nation's zip codes. About 88% of United States households reside in these zip codes. Moreover, multiple carriers report providing local telephone service in the major population centers of the country. See Table 10, Table 11, and the map that follows Table 11.

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[6] In the Form 477 due March 1, 2001, 165 ILECs filed a total of 331 state-specific reports on their local telephone service and 86 CLECs filed a total of 369 reports. Of these, 13 ILEC reports and 53 CLEC reports were from carriers that had fewer than 10,000 lines in a particular state and were thus voluntary. Qualifying carriers were required to report services in the fifty states, District of Columbia, Puerto Rico, and Virgin Islands. Carriers were invited, but not required, to make voluntary submissions for American Samoa, Guam, and the Northern Mariana Islands. No such voluntary submissions were received.

[7] The smallest difference occurs in New York (67% for ILECs and 63% for CLECs).

[8] That is, voice telephone lines provided by means of wireline or fixed wireless technology.

[9] Facilities-based providers with fewer than 10,000 mobile wireless telephone service subscribers in a state (measured by revenue-generating handsets in service) are not required to report. A facilities-based mobile wireless telephone service provider serves subscribers using spectrum licenses that it owns or manages.

[10] CLECs and ILECs are required to report, for states in which they have at least 10,000 local telephone lines in service, lists of zip codes where they have subscribers. Providers of mobile wireless telephone service do not report zip codes.

- In Florida, Georgia, New York, and Texas, at least one-quarter of the zip codes have seven or more reporting CLECs. By contrast, 8% of nationwide zip codes have seven or more reporting CLECs. See Table 12.

As other information from FCC Form 477 becomes available, it will be routinely posted on the Commission's Internet site. We invite users of the information presented in this statistical summary to provide suggestions for improved data collection and analysis by:

- Using the attached customer response form,
- E-mailing comments to eburton@fcc.gov,
- Calling the Industry Analysis Division at (202) 418-0940, or
- Participating in any formal proceedings undertaken by the Commission to solicit comments for improvement of FCC Form 477.

Table 1
Total End-User Lines Reported

	ILEC Lines	CLEC Lines	Total	CLEC Share
December 1999	181,307,695	8,318,244	189,625,939	4.4%
June 2000	178,864,907	12,746,924	191,611,831	6.7
December 2000	177,420,655	16,397,393	193,818,048	8.5

Table 2
End-User Lines by Customer Type

	Reporting ILECs			Reporting CLECs		
	Residential & Small Businesses	Other 1/	% Residential & Small Business	Residential & Small Businesses	Other 1/	% Residential & Small Businesses
December 1999	143,388,368	37,919,327	79%	3,373,662	4,944,582	41%
June 2000	140,486,770	38,378,137	79	4,597,807	8,149,117	36
December 2000	139,765,099	37,655,556	79	6,688,062	9,709,331	41

1/ Medium and large businesses, institutional, and government customers.

Table 3
Reporting Competitive Local Exchange Carriers
(End-User Lines in Thousands)

Date	CLECs Reporting	Total End-User Lines	Acquired Lines 1/	Percent	CLEC Owned Lines 2/	Percent
December 1999	81	8,318	5,471	65.8 %	2,847	34.2 %
June 2000	76	12,747	8,443	66.2	4,304	33.8
December 2000	87	16,397	10,649	64.9	5,748	35.1

1/ Lines acquired from other carriers as UNE loops or under resale arrangements.
2/ Lines provided over CLEC-owned "last-mile" facilities.

Table 4
Reporting Incumbent Local Exchange Carriers
(Lines in Thousands)

Date 1/	ILECs Reporting	Total Lines	End-User Lines	Lines Provided to Other Carriers			
				Lines Resold	UNE Loops Leased	Total	Percent of Total Lines
December 1997	9	159,008	157,132	1,743	133	1,876	1.2 %
June 1998	8	161,810	159,118	2,448	244	2,692	1.7
December 1998	7	164,614	161,191	3,062	361	3,423	2.1
June 1999	7	167,177	162,909	3,583	685	4,268	2.6
December 1999	168	187,431	181,308	4,649	1,474	6,123	3.3
June 2000	160	187,784	178,865	5,662	3,257	8,919	4.7
December 2000	170	189,512	177,421	6,822	5,269	12,091	6.4

1/ Data for December 1997 through June 1999 are from Common Carrier Bureau voluntary surveys. Data starting with December 1999 are from FCC Form 477 filings.

Table 5
End-user Access Lines by Type of Technology, in Thousands
(As of December 31, 2000)

Technology	ILECs		CLECs		Total	
	Lines (000s)	Percent	Lines (000s)	Percent	Lines (000s)	Percent
Coaxial Cable	62	0%	1,125	7%	1,187	1%
Fixed Wireless	29	0	451	3	480	0
Other (Including Traditional Wireline)	177,330	100	14,821	90	192,151	99
Total	177,421	100	16,397	100	193,818	100

Table 6
End-User Lines Served by Reporting Local Exchange Carriers
(As of December 31, 2000)

State	ILECs	CLECs	Total	CLEC Share
Alabama	2,351,704	191,299	2,543,003	8 %
Alaska	481,684	*	*	*
Arizona	3,073,779	146,480	3,220,259	5
Arkansas	1,733,035	*	*	*
California	23,467,042	1,492,585	24,959,627	6
Colorado	2,833,948	286,955	3,120,903	9
Connecticut	2,422,012	154,349	2,576,361	6
Delaware	555,913	*	*	*
District of Columbia	922,531	94,850	1,017,381	9
Florida	11,079,693	1,007,756	12,087,449	8
Georgia	4,820,788	551,316	5,372,104	10
Hawaii	744,205	0	744,205	0
Idaho	733,580	*	*	*
Illinois	7,887,152	831,917	8,719,069	10
Indiana	3,576,825	209,660	3,786,485	6
Iowa	1,413,303	164,069	1,577,372	10
Kansas	1,520,616	220,328	1,740,944	13
Kentucky	2,122,021	56,392	2,178,413	3
Louisiana	2,415,935	380,947	2,796,882	14
Maine	804,652	*	*	*
Maryland	3,802,622	165,502	3,968,124	4
Massachusetts	4,252,502	509,731	4,762,233	11
Michigan	6,283,406	382,073	6,665,479	6
Minnesota	2,961,241	503,775	3,465,016	15
Mississippi	1,304,145	68,891	1,373,036	5
Missouri	3,485,411	203,537	3,688,948	6
Montana	529,878	*	*	*
Nebraska	949,217	*	*	*
Nevada	1,394,708	*	*	*
New Hampshire	805,143	52,137	857,280	6
New Jersey	6,747,131	323,680	7,070,811	5
New Mexico	957,195	*	*	*
New York	10,962,969	2,769,814	13,732,783	20
North Carolina	5,071,853	286,436	5,358,289	5
North Dakota	317,270	*	*	*
Ohio	6,935,139	264,461	7,199,600	4
Oklahoma	1,636,845	102,456	1,739,301	6
Oregon	2,109,510	70,221	2,179,731	3
Pennsylvania	8,017,391	870,618	8,888,009	10
Puerto Rico	1,299,291	*	*	*
Rhode Island	627,784	*	*	*
South Carolina	2,260,645	108,233	2,368,878	5
South Dakota	309,349	*	*	*
Tennessee	3,291,602	296,281	3,587,883	8
Texas	12,063,098	1,687,586	13,750,684	12
Utah	1,174,625	114,649	1,289,274	9
Vermont	400,929	*	*	*
Virgin Islands	NA	0	0	0
Virginia	4,317,626	414,432	4,732,058	9
Washington	3,784,183	309,482	4,093,665	8
West Virginia	927,432	*	*	*
Wisconsin	3,223,663	321,720	3,545,383	9
Wyoming	256,434	*	*	*
Nationwide	177,420,655	16,397,393	193,818,048	8

Note: Carriers with under 10,000 lines in a state were not required to report.

* Data withheld to maintain firm confidentiality.

Table 7
Number of Reporting Local Exchange Carriers
(As of December 31, 2000)

State	ILECs	CLECs	Total
Alabama	9	4	13
Alaska	4	2	6
Arizona	3	5	8
Arkansas	4	1	5
California	8	14	22
Colorado	3	6	9
Connecticut	2	6	8
Delaware	1	1	2
District of Columbia	1	7	8
Florida	8	19	27
Georgia	14	19	33
Hawaii	1	0	1
Idaho	4	1	5
Illinois	7	15	22
Indiana	7	12	19
Iowa	7	4	11
Kansas	5	6	11
Kentucky	11	4	15
Louisiana	5	8	13
Maine	6	2	8
Maryland	1	10	11
Massachusetts	1	11	12
Michigan	6	9	15
Minnesota	19	12	31
Mississippi	5	5	10
Missouri	7	8	15
Montana	7	2	9
Nebraska	6	3	9
Nevada	6	3	9
New Hampshire	5	4	9
New Jersey	3	10	13
New Mexico	2	2	4
New York	8	23	31
North Carolina	15	9	24
North Dakota	8	2	10
Ohio	10	10	20
Oklahoma	9	5	14
Oregon	8	5	13
Pennsylvania	10	18	28
Puerto Rico	1	1	2
Rhode Island	1	3	4
South Carolina	15	5	20
South Dakota	6	2	8
Tennessee	13	9	22
Texas	15	25	40
Utah	4	4	8
Vermont	4	1	5
Virgin Islands	0	0	0
Virginia	5	10	15
Washington	7	10	17
West Virginia	2	1	3
Wisconsin	10	10	20
Wyoming	2	1	3
Nationwide - Unduplicated	165	86	251
Total State Filings 1/	331	369	700
Required Filings 1/	318	316	634
Voluntary Filings 1/	13	53	66

1/ Each report represents all of a company's operations in a given state. Carriers with both ILEC and CLEC operations in the same state provide separate reports.

Table 8
Percentage of Lines Provided to Residential and Small Business Customers
(As of December 31, 2000)

State	ILECs	CLECs
Alabama	88%	5%
Alaska	64	*
Arizona	78	47
Arkansas	89	*
California	81	48
Colorado	75	58
Connecticut	85	43
Delaware	66	*
District of Columbia	33	13
Florida	87	22
Georgia	90	36
Hawaii	84	NA
Idaho	78	*
Illinois	76	38
Indiana	79	23
Iowa	75	54
Kansas	86	12
Kentucky	82	86
Louisiana	87	7
Maine	78	*
Maryland	64	10
Massachusetts	67	35
Michigan	79	25
Minnesota	75	19
Mississippi	87	45
Missouri	86	19
Montana	82	*
Nebraska	84	*
Nevada	77	*
New Hampshire	74	43
New Jersey	67	23
New Mexico	80	*
New York	67	63
North Carolina	86	10
North Dakota	79	*
Ohio	81	26
Oklahoma	86	29
Oregon	78	52
Pennsylvania	73	39
Puerto Rico	93	*
Rhode Island	71	*
South Carolina	86	33
South Dakota	69	*
Tennessee	89	14
Texas	85	52
Utah	74	29
Vermont	74	*
Virgin Islands	NA	NA
Virginia	67	41
Washington	78	28
West Virginia	76	*
Wisconsin	83	31
Wyoming	70	*
Nationwide	79%	41%

* Data withheld to maintain firm confidentiality.
NA.: Not applicable; no data reported.

Table 9
Mobile Wireless Telephone Subscribers

State	Dec 2000 Reporting Carriers 1/	Dec 2000 Percent Resold 2/	Subscribers Dec 1999	Subscribers June 2000	Subscribers Dec 2000	Percent Change Dec 99 - Dec 00
Alabama	9	1%	1,080,410	1,253,084	1,386,294	28%
Alaska	*	*	165,221	169,892	*	*
Arizona	11	7	1,125,321	1,624,668	1,829,695	63
Arkansas	5	2	719,919	715,467	743,928	3
California	10	5	8,544,941	12,283,369	12,649,508	48
Colorado	8	4	1,552,718	1,654,989	1,856,075	20
Connecticut	6	7	1,077,089	1,136,618	1,277,123	19
Delaware	6	0	270,848	275,219	371,014	37
District of Columbia	6	10	910,116	333,815	928,962	2
Florida	9	6	5,158,079	4,983,478	6,369,985	23
Georgia	11	6	2,538,983	2,687,238	2,739,000	8
Hawaii	7	0	288,425	454,364	524,291	82
Idaho	4	23	271,436	296,066	344,564	27
Illinois	10	10	3,922,482	4,309,660	5,143,767	31
Indiana	10	6	1,318,975	1,717,378	1,715,074	30
Iowa	7	62	774,773	975,629	832,106	7
Kansas	10	4	669,472	724,024	801,293	20
Kentucky	9	2	911,700	999,544	942,545	3
Louisiana	11	4	1,227,106	1,294,693	1,306,457	6
Maine	5	32	187,003	283,640	359,786	92
Maryland	7	6	1,473,494	2,013,058	1,894,251	29
Massachusetts	6	4	1,892,014	2,228,169	2,649,130	40
Michigan	11	9	3,512,813	3,423,535	3,488,826	- 1
Minnesota	12	2	1,550,411	1,595,560	1,740,654	12
Mississippi	7	0	673,355	509,038	786,577	17
Missouri	8	8	1,855,452	1,848,775	1,767,411	- 5
Montana	*	12	*	*	*	*
Nebraska	5	1	576,296	600,885	659,380	14
Nevada	6	3	750,335	825,163	684,752	- 9
New Hampshire	8	35	280,508	309,263	387,264	38
New Jersey	6	2	2,289,181	2,750,024	3,575,130	56
New Mexico	5	41	363,827	395,111	443,343	22
New York	6	11	4,833,816	5,016,524	5,736,660	19
North Carolina	11	13	2,536,068	2,730,178	3,105,811	22
North Dakota	*	2	*	*	*	*
Ohio	11	6	3,237,786	3,278,960	3,987,192	23
Oklahoma	13	10	826,637	979,513	2,271,755	175
Oregon	8	11	914,848	1,082,425	1,201,207	31
Pennsylvania	10	6	2,767,474	3,850,372	4,014,894	45
Puerto Rico	4	27	*	1,090,005	926,448	*
Rhode Island	6	39	279,304	313,550	355,889	27
South Carolina	9	7	1,137,232	1,236,338	1,392,586	22
South Dakota	*	3	*	*	*	*
Tennessee	10	11	1,529,054	1,876,444	1,962,568	28
Texas	19	8	5,792,453	6,705,423	7,489,180	29
Utah	8	5	643,824	692,006	750,244	17
Vermont	*	13	*	*	*	*
Virgin Islands	0	NA	*	0	0	NA
Virginia	12	8	1,860,262	2,447,687	2,450,289	32
Washington	9	8	1,873,475	2,144,767	2,286,082	22
West Virginia	6	25	241,265	347,916	355,989	48
Wisconsin	10	45	1,525,818	1,342,908	1,595,728	5
Wyoming	4	1	127,634	*	*	*
Nationwide	77	9%	79,696,083	90,643,058	101,212,054	27%

* Data withheld to maintain firm confidentiality.

1/ Carriers with under 10,000 subscribers in a state were not required to report.

2/ Percentage of mobile wireless subscribers receiving their service from a mobile wireless reseller.

Table 10
Percentage of Zip Codes with Competitive Local Exchange Carriers

Number of CLECs	June 2000	December 2000
0	46.2 %	44.5 %
1	19.8	17.0
2	9.1	10.3
3	6.8	7.2
4	5.1	5.3
5	3.9	4.1
6	2.4	2.9
7	1.7	2.3
8	1.3	1.7
9	1.1	1.4
10 or More	2.6	3.4

Table 11
Households in Zip Codes with Competitive Local Exchange Carriers

Number of CLECs	June 2000		December 2000	
	Households	Percentage	Households	Percentage
0	14,039,322	13.6	12,514,914	12.1
1	14,055,272	13.6	11,054,909	10.7
2	12,244,926	11.8	11,034,005	10.7
3	12,670,581	12.3	12,118,475	11.7
4	11,846,579	11.5	11,512,655	11.1
5	10,072,717	9.7	9,891,501	9.6
6	6,565,183	6.4	7,307,707	7.1
7	4,651,512	4.5	6,324,420	6.1
8	3,820,321	3.7	4,993,994	4.8
9	3,896,028	3.8	4,532,116	4.4
10	2,844,442	2.8	3,660,306	3.5
11	2,797,818	2.7	2,783,552	2.7
12	1,560,567	1.5	1,871,163	1.8
13	889,929	0.9	1,207,409	1.2
14	614,351	0.6	770,919	0.7
15	256,630	0.2	736,244	0.7
16	281,485	0.3	430,972	0.4
17	162,502	0.2	225,363	0.2
18	108,502	0.1	204,341	0.2
> 18	0	0.0	203,702	0.2

1/ Demographic Power Pack, Current Year Update (2000), MapInfo Corporation.

Reporting CLECs by Zip Code

(As of December 31, 2000)

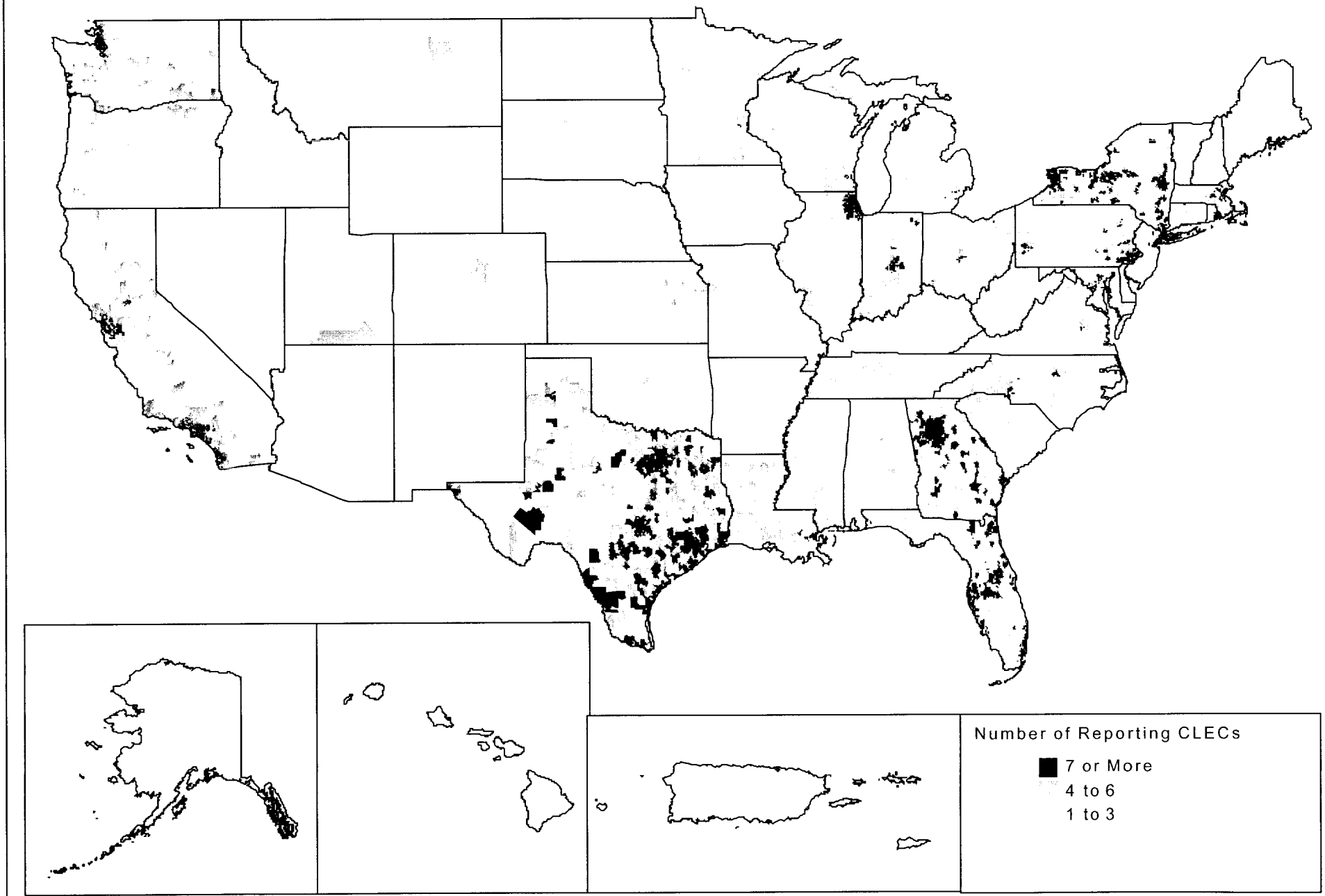


Table 12
Percentage of Zip Codes with Competitive Local Exchange Carriers
(As of December 31, 2000)

State	Number of CLECs					
	Zero	One - Three	Four	Five	Six	Seven or More
Alabama	45 %	51 %	4 %	0 %	0 %	0 %
Alaska	76	24	0	0	0	0
Arizona	45	55	0	0	0	0
Arkansas	97	3	0	0	0	0
California	15	39	10	8	7	21
Colorado	48	39	8	3	2	0
Connecticut	1	94	4	0	0	0
Delaware	95	5	0	0	0	0
District of Columbia	19	30	7	15	11	19
Florida	6	27	9	10	9	39
Georgia	7	48	7	6	6	27
Hawaii	100	0	0	0	0	0
Idaho	99	1	0	0	0	0
Illinois	50	27	4	2	2	15
Indiana	34	45	7	5	3	5
Iowa	64	36	0	0	0	0
Kansas	68	29	2	1	0	0
Kentucky	67	33	0	0	0	0
Louisiana	25	45	9	6	12	3
Maine	97	3	0	0	0	0
Maryland	37	35	9	7	6	7
Massachusetts	11	37	18	14	7	13
Michigan	23	61	7	5	2	1
Minnesota	46	42	4	5	2	1
Mississippi	9	80	10	1	0	0
Missouri	73	19	4	3	1	0
Montana	95	5	0	0	0	0
Nebraska	86	14	0	0	0	0
Nevada	61	39	0	0	0	0
New Hampshire	64	36	0	0	0	0
New Jersey	8	62	13	10	5	2
New Mexico	95	5	0	0	0	0
New York	7	38	8	8	7	32
North Carolina	49	35	4	5	4	3
North Dakota	94	6	0	0	0	0
Ohio	53	33	7	5	2	1
Oklahoma	71	27	2	0	0	0
Oregon	16	70	12	1	0	0
Pennsylvania	32	42	5	6	5	10
Puerto Rico	1	99	0	0	0	0
Rhode Island	46	54	0	0	0	0
South Carolina	41	45	14	0	0	0
South Dakota	90	10	0	0	0	0
Tennessee	58	33	6	3	0	0
Texas	16	30	7	6	4	36
Utah	60	40	0	0	0	0
Vermont	77	23	0	0	0	0
Virgin Islands	100	0	0	0	0	0
Virginia	50	34	7	6	2	1
Washington	29	40	11	12	4	3
West Virginia	100	0*	0	0	0	0
Wisconsin	51	30	5	7	4	2
Wyoming	74	26	0	0	0	0
Nationwide	44%	34%	5%	4 %	3%	9%

* Greater than zero but less than 0.5%.

Customer Response

Publication: *Local Telephone Competition: Status as of December 31, 2000*

You can help us provide the best possible information to the public by completing this form and returning it to the Industry Analysis Division of the FCC's Common Carrier Bureau.

1. Please check the category that best describes you:
   - ____ press
   - ____ current telecommunications carrier
   - ____ potential telecommunications carrier
   - ____ business customer evaluating vendors/service options
   - ____ consultant, law firm, lobbyist
   - ____ other business customer
   - ____ academic/student
   - ____ residential customer
   - ____ FCC employee
   - ____ other federal government employee
   - ____ state or local government employee
   - ____ Other (please specify) _____

2.

Please rate the report:	Excellent	Good	Satisfactory	Poor	No opinion
Data accuracy	(_)	(_)	(_)	(_)	(_)
Data presentation	(_)	(_)	(_)	(_)	(_)
Timeliness of data	(_)	(_)	(_)	(_)	(_)
Completeness of data	(_)	(_)	(_)	(_)	(_)
Text clarity	(_)	(_)	(_)	(_)	(_)
Completeness of text	(_)	(_)	(_)	(_)	(_)

3.

Overall, how do you rate this report?	Excellent	Good	Satisfactory	Poor	No opinion
	(_)	(_)	(_)	(_)	(_)

4. How can this report be improved?

_____

_____

_____

5. May we contact you to discuss possible improvements?

   Name:

   Telephone #:

To discuss the information in this report contact: call 202-418-0940 or for users of TTY equipment, call (202) 418-0484		
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VKW-4

FLORIDA PUBLIC SERVICE COMMISSION:

COMPETITION IN TELECOMMUNICATIONS MARKETS IN FLORIDA

DECEMBER, 2000



Competition in Telecommunications Markets in Florida

DECEMBER 2000

A PUBLICATION OF THE

Florida Public Service Commission's

Division of Competitive Services

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LIST OF ACRONYMS

ALEC.....Alternative Local Exchange Company

AT&T.....AT&T Communications of the Southern States

ATM.....Asynchronous Transfer Mode

BEBR.....Bureau of Economic and Business Research

BellSouth.....BellSouth Telecommunications, Inc.

Commission.....Florida Public Service Commission

CTIA.....Cellular Telecommunications Industry Assoc.

DSL.....Digital Subscriber Line

FCC.....Federal Communications Commission

FCCA.....Florida Competitive Carriers Association

FPSC.....Florida Public Service Commission

FTIA.....Florida Telecommunications Industry Assoc.

GTEFL.....GTE Florida, Inc (now known as "Verizon")

ISP.....Internet Service Provider

ILEC.....Incumbent Local Exchange Company

Joint Board.....Federal-State Joint Board

LATA.....Local Access and Transport Area

LEC.....Local Exchange Company

LERG.....Local Exchange Routing Guide

NANPA.....North American Numbering Plan Administrator

NXX.....End Office Code

NPA.....Area Code

OSS.....Operational Support System

PICC.....Presubscribed Interexchange Carrier Charge

SLC.....Subscriber Line Charge

Sprint.....Sprint-Florida, Inc.

UNE.....Unbundled Network Element

US.....Universal Service

EXECUTIVE SUMMARY

This report is prepared to satisfy the statutory requirements of section 364.386, Florida Statutes. It contains a review of the major FPSC actions in the past year, discusses the status of local exchange competition within Florida's telecommunications markets, and reviews key federal rulings that affect telecommunications in Florida.

As of September 15, 2000, the Commission has received 11 petitions this year for arbitration of rates, terms and conditions for interconnection, unbundling, and resale. Since January 2000, the Commission has received 307 negotiated agreements between ALECs/ILECs for review and has approved 1,587 negotiated agreements since June, 1996.

As of June 30, 2000, 362 ALECs were certificated in Florida, 91 of which reported they were providing local service to 710,617 business and residential access lines.

Florida has experienced gains in competition since the 1999 report, although the incumbent LECs remain the dominant providers. Measured with respect to access lines served, ALECs have increased their total market share to 6.1 percent. The ALECs' percentage of business access lines increased from 12.2 percent to 14.2 percent; while their percentage of residential lines increased from 1.3 percent to 2.7 percent since 1999. Competitive entrants continue to expand their presence beyond the densely populated urban areas and into some of Florida's less densely populated markets.

Consumer complaints against the three major incumbent LECs that constituted a violation of Commission rules either dropped or held steady since 1999.

The Commission has received 13 ALEC complaints against LECs since last year's report. Of the total, eight have been resolved, three have been to hearing and

post-hearing motions are pending, and two are set for hearing.

CHAPTER I: INTRODUCTION

The Florida Public Service Commission regulates the telecommunications industry under the auspices of Chapter 364, Florida Statutes. Among the Commission's obligations under this chapter is one to prepare and deliver a report on "the status of competition in the telecommunications industry" to the Governor and Legislature by December 1 of each year.

Under the provisions of Chapter 364.386, Florida Statutes, the annual report on the status of the telecommunications industry in Florida must address the following issues:

- The overall impact of local exchange telecommunications competition on the continued availability of universal service.
- The ability of competitive providers to make functionally equivalent local exchange services available to both residential and business customers at competitive rates, terms, and conditions.
- The ability of customers to obtain functionally equivalent services at comparable rates, terms, and conditions.
- The overall impact of price regulation on the maintenance of reasonably affordable and reliable high-quality telecommunication services.
- What additional services, if any, should be included in the definition of basic local telecommunications services, taking into account advances in technology and market demand.
- Any other information and recommendations which may be in the public interest.

Additionally, a 1997 amendment to Section 364.161(4), Florida Statutes, requires the inclusion of a summary of all complaints filed by alternative local exchange companies (ALECs) against incumbent local exchange companies (ILECs).

Information for this report was drawn from a number of sources. A data request was submitted to all certificated LECs and ALECs in Florida, a total of nearly 400 companies, specifically for the purpose of creating the underlying factual basis for a number of conclusions drawn in subsequent sections. Additional research was conducted by reviewing FPSC certification records, orders, and dockets. Reports from industry, trade associations and federal sources - including the Federal Communications Commission (FCC) and Government Accounting Office (GAO) - were used in the preparation of this report.

Chapter II outlines actions taken by the FPSC and by the Florida Legislature to promote a competitive environment. Chapter III assesses the status of competition in the local telecommunications markets in Florida, including a discussion of emerging market trends, and Chapter IV offers some conclusions based on available data. Appendices list the ALECs certificated in Florida as of September 25, 2000, and an update of federal activities that impact Florida markets.

CHAPTER II: FLORIDA PUBLIC SERVICE COMMISSION ACTIONS

In this chapter, some of the major issues confronted by the Commission to foster a more competitive telecommunications environment are addressed, including number conservation, evaluation of BellSouth's operational support systems, pricing of unbundled network elements, collocation, and quality of service evaluations of Florida's three major incumbent local exchange companies

AREA CODE RELIEF AND NUMBER CONSERVATION MEASURES

Florida and the nation face a burgeoning demand for telephone numbers as wireline and wireless competitors continue to enter the market place. The unprecedented demand for telephone numbers has taken Florida from three area codes in 1987 to thirteen currently. Of those thirteen, four (561, 954, 904, and 941) are expected to require relief measures by the year 2001.

In April 1999, the Commission petitioned the Federal Communications Commission for authority to implement number conservation measures to minimize consumer confusion and expense associated with the imposition of area code changes. The FCC gave the Commission interim approval on September 15, 1999, to take the following actions under specific conditions:

- Reclaim unused and reserved NXX codes. ("NXX" is an acronym that refers to the first three digits of a telephone number, also known as a prefix or central office code.)

- Institute thousand-block number pooling (1KNP) by all local-number-pooling capable carriers in Florida.

- Maintain rationing procedures for six months following adoption of an area code

relief plan.

- Set numbering allocation standards.

- Request number utilization data from all carriers.

- Implement NXX code sharing.

- Implement rate center consolidation.

At its February 29, 2000 meeting, the Commission voted to implement many of these measures in Florida. The Commission implemented thousand-block number pooling trials in three Metropolitan Statistical Areas (MSA) of Florida where residents were faced with impending area code changes: 561, which includes Palm Beach County; 904, which includes Nassau, Duval, Clay and St. Johns counties; and 954, which includes Broward County.

Specifically, the Commission ordered the immediate return of all unused and reserved NXX codes; the implementation of 1KNP; and the imposition of numbering allocation standards -- issuing NXX codes in blocks of 1,000 in place of the previous federal policy of issuing codes in blocks of 10,000.

Pursuant to the Commission's reclamation efforts, FPSC staff identified more than 200 codes, of which 55 have been reclaimed. In addition, the Commission established the pooling implementation schedule for the 954, 561, and 904 area codes, to begin January 22, 2001, February 5, 2001, and April 2, 2001, respectively.

In addition, the Commission expanded its mandate of thousand-block number management to all code holders in Florida, not just those in areas in jeopardy of being exhausted.

As a result, FPSC staff has started a review process of numbering resources. Staff has notified carriers of the changes and that on-site reviews to verify compliance with number conservation measures will be conducted.

Recognizing the scope and importance of number conservation issues, the FCC issued a Report and Order and Further Notice of Proposed Rule Making (FCC 00-104) to address these issues on a national basis.

At its September 29, 2000 special agenda conference, the Commission approved the implementation of two additional number pooling trials. These trials will take place in Daytona Beach (904 area code) and Fort Pierce and Port St. Lucie (561 area code) MSAs, and are scheduled to begin in the second quarter of 2001. At the same meeting, the Commission voted to conserve the available telephone numbers in the Keys and Miami-Dade regions by ordering the industry to implement rate center consolidation and code sharing. Because implementing rate center consolidation and code sharing will result in an increase in customers' monthly bills because of lost toll revenues to the industry, the Commission voted to ballot affected customers to determine if they are amenable to higher monthly bills in exchange for an expanded local calling area. Ballots for the Keys and Miami-Dade regions will be mailed January 8, 2001, and must be returned by February 15, 2001.

SECTION 706 FIELD HEARING

On October 8, 1999, the Federal-State Joint Conference on Advanced Telecommunications Services was convened by the Federal Communications Commission (FCC) to explore the implementation of Section 706 of the Telecommunications Act of 1996 (the Act). Section 706 of the Act directs the FCC and state commissions with regulatory jurisdiction over telecommunications services to encourage the deployment of advanced telecommunications capability to all Americans. The FCC defines advanced telecommunications services as: "high speed, switched,

broadband telecommunications capability that enables users to originate and receive high-quality voice, data, graphics and video telecommunications using any technology."

In furtherance of Section 706, the Joint Conference announced its intention to conduct a series of field hearings around the country. At the urging of the FPSC, Miami was selected as the site of the Southeast regional hearing held on June 9, 2000.

Attended by FPSC Commissioners, joint conference members and FCC Commissioner Gloria Tristani, the hearing focused on infrastructure, demographics and legislative initiatives in the Southeast. Prominent in those discussions were the advanced services initiatives enacted by the Florida Legislature. In 1999, the Legislature created an Internet Task Force to develop principles to guide state policy in the development and application of advanced communications networks and information technologies. The 2000 session of the Legislature adopted legislation encouraging the development of a network access point (NAP), which is defined as a carrier-neutral, public-private Internet exchange point. The legislation provides for a sales tax exemption for equipment used to deploy broadband technologies in connection with a network access point.

COMPETITIVE CARRIERS' PETITION

In December 1998, the Florida Competitive Carriers Association (FCCA), on behalf of various industry groups and competitive local exchange companies, filed a petition asking the FPSC to take actions that would result in enhanced local competition in BellSouth's service territory. The FPSC opened a docket (Docket No. 981834-TP) to address issues raised by the FCCA.

The petition sought the following FPSC actions:

- Establishment of a generic BellSouth UNE pricing docket to address issues

affecting local competition,

- Establishment of a Competitive Forum to address BellSouth operations issues,
- Establishment of third-party testing of BellSouth's OSS,
- Initiation of a rulemaking proceeding to establish expedited dispute resolution procedures applicable to all local exchange carriers.

Later in December 1998, BellSouth filed a Motion to Dismiss the FCCA's Petition with prejudice. In January 1999, the FCCA filed their Response in Opposition to BellSouth's Motion to Dismiss.

At the FPSC Agenda Conference on March 30, 1999, the Commission denied BellSouth's Motion to Dismiss. The Commission also denied the FCCA's request to initiate a rulemaking proceeding to establish expedited dispute resolution procedures for resolving interconnection agreement disputes, ruling such a proceeding would compromise the Commission's discretion. However, the Commission granted the remaining parts of the petition. Specifically, the Commission established a formal administrative hearing process to address UNE pricing, including UNE combinations and deaveraged pricing of unbundled loops. The Commission also directed that workshops on OSS issues be conducted concurrently, in an effort to resolve OSS operational issues.

These workshops were held on May 5-6, 1999, and initiated the Phase 1 development activities associated with the independent third party testing of BellSouth's Operational Support Systems (OSS). The Commission approved an OSS testing plan to evaluate numerous performance measures and benchmarks, including processes for pre-ordering, ordering, provisioning, billing and maintenance, and repair. The Commission selected the accounting firm of KPMG to conduct the actual evaluations. The Phase 2 portion of this process encompasses the actual testing, which is underway.

The Commission also established a formal administrative hearing track to address collocation and access to loop issues. On January 12-14, 2000, the Commission conducted a full administrative hearing. The primary topics of interest included:

- Guidelines for collocation applications and response intervals
- Collocation equipment and interconnection issues
- Space reservation and forecasting parameters.

At the FPSC Agenda Conference on April 18, 2000, the Commission approved the staff's post-hearing recommendation, setting forth various collocation guidelines, that were outlined in Order No. PSC-00-0941-FOF-TP, issued on May 11, 2000 (Collocation Order). The Commission had based its analysis in large part on the FCC's First Report & Order and Further Notice of Proposed Rulemaking in CC Docket No. 98-147 (FCC 99-48 or the Advanced Services Order), on parts of Title 47, Part 51 of the Code of Federal Regulations (CFR), and on the language in Section 251(c)(6) of the Telecommunications Act of 1996.

On May 26, 2000, BellSouth, GTE, and Sprint filed separate Motions for Reconsideration for portions of Order No. PSC-00-0941-FOF-TP. The petitioners sought reconsideration of the Commission's Collocation Order on:

- Collocation space allocations and arrangements
- Collocation conversions and equipment related topics
- Cost allocation and other provisions.

Numerous responses to the BellSouth, GTE, and Sprint motions were filed, along with cross-motions from the FCCA and AT&T. The petitioners sought reconsideration because of their belief that the Commission overlooked or failed to consider some key facts or events. Among the issues cited by the petitioners was a decision of the United States Court of Appeals for the Eighth Circuit in the case of GTE Service Corp. v. FCC, 205 F.3d 416, 426 (D.C.Cir. 2000), which vacated portions of the FCC's Advanced Services order on which the Commission had relied.

The Circuit Court's decision in this case was not released until after the January hearings, and thus, the Commission's post-hearing decision did not address the Circuit Court's decision or its impact.

On July 20, 2000, the Commission staff filed a recommendation to address the petitioner's Motions for Reconsideration. Staff's recommendation for the Commission grants in part, and denies in part the various issues. At the October 17, 2000 agenda conference the Commission adopted the staff's recommendation.

OPERATIONAL SUPPORT SYSTEM (OSS) TESTING

In 1999, the FPSC staff and Commission developed and approved a Master Test Plan for Third-Party Testing of BellSouth's OSS. Following the selection of KPMG as test manager in late 1999, actual testing began in January 2000. The testing is in three major areas: Process and Procedures Review (PPR) Tests, Transaction Validation and Verification (TVV) Tests, and Performance Metrics Review (PMR) Tests.

PPR Tests

Sixteen PPR tests will evaluate processes and practices involved in performing the various OSS functions (preordering, ordering, provisioning, maintenance/repair, and billing). Where possible, parity comparisons between BellSouth retail and competitive

local exchange company (CLEC) processes will be made. KPMG obtains input for the PPR tests through interviews of BellSouth and CLEC employees, and through direct observation of processes.

TVV Tests

Eleven TVV tests will provide direct evidence regarding the functioning of BellSouth's OSS in preordering, ordering, provisioning, maintenance/repair, and billing of all services offered by BellSouth to CLECs. Test orders and transactions will be submitted either by KPMG's testing pseudo-CLEC (known as CKS) or through CLECs participating in the testing.

Performance Metrics Tests

Performance metrics tests will assess the accuracy and adequacy of the interim performance metrics and statistical analysis methods approved for use through collaborative workshops. In addition, a written adequacy analysis will be presented by KPMG separate from the testing report.

Observations and Exceptions

For all three areas of testing, KPMG findings will be noted via the observations and exceptions process. Problems identified in the testing are initially noted as "observations." BellSouth is required to respond with either an explanation or a plan for correction. If the observation rises to the level of constituting a hindrance to a CLEC's ability to compete and operate, KPMG may categorize the problem as an "exception." Under the "military testing approach" being used, BellSouth must make necessary corrections to the satisfaction of KPMG and FPSC staff before observations and exceptions can be closed. During the test, observations and exceptions are posted on the FPSC webpage.

Test Schedule

Currently PPR and PMR tests have been conducted, and TVV tests were

scheduled to begin in November 2000 after system connection and test account setup are completed. Testing is projected to be completed and the results report issued by late May 2001. This target date is subject to revision since actual completion of testing is dependent upon the number of exceptions encountered and the time required for correction.

Permanent Performance Metrics

FPSC staff has conducted a series of workshops to develop an enforcement mechanism and a set of performance metrics for use by the Commission to ensure the ongoing adequacy of OSS access and service quality to ALECs. The initial step in this process is to address metrics applicable to BellSouth. Both ALEC and incumbent LEC formal comments have been gathered through workshops. The final selection of the performance measures must await the completion in mid-2001 of KPMG's assessment of the adequacy Commission-approved interim metrics for OSS testing. The current schedule anticipates completion of permanent metrics for BellSouth in 2001, after which permanent metrics for Sprint and Verizon (formerly GTE) will be developed.

UNBUNDLED NETWORK ELEMENTS (UNE)

Docket No. 990649-TP was opened to deal with the issues involving pricing of UNEs that were raised in the FCCA Petition. This docket addresses UNE deaveraging, UNE combinations, and recurring and nonrecurring charges. Deaveraging refers to establishing more than one rate for a service or offering, as opposed to a single rate made available in all areas. Where rates are deaveraged, they typically are designed to reflect differences in the cost of providing the service, due to such factors as density, distance and the like.

This docket was originally scheduled to be conducted in two phases, with the first phase focused on "how" (e.g., how to accomplish deaveraging) and "what" (e.g., which

UNEs should be deaveraged) kinds of issues. In the second phase, the incumbent LECs would have been required to make certain filings in compliance with the decisions made in the Commission's Phase I order. Two events occurred in late 1999, however, which resulted in a change of schedule.

First, the FCC issued an order on universal service requiring deaveraged UNE rates to be in effect by May 1, 2000. Second, the FCC issued an order specifying its list of required UNEs. In December 1999, the parties signed a stipulation agreeing on interim deaveraged rates to be effective May 1, 2000. In addition, the parties signed a procedural stipulation on certain issues and events, causing the cancellation of the December 1999 hearing and setting a new schedule.

In accord with the stipulation of certain issues and events, the incumbent LECs submitted cost studies in the second quarter of 2000 with hearings scheduled for July and September 2000. On July 18, 2000, the Eighth Circuit Court vacated the FCC's use of a hypothetical network as the basis for UNE pricing, resulting in further modifications to the procedural schedule.[1]

Sprint-Florida and Verizon (formerly GTE) withdrew their cost studies because they did not believe the cost studies were in compliance with the current state of the law; however, BellSouth believed that it could move ahead with the September 2000 hearing for its cost studies. Accordingly, the prehearing officer granted Sprint-Florida's and Verizon's motions to bifurcate the proceeding, but with no change in dates for BellSouth. The hearing for BellSouth's cost studies occurred in September 2000, and a Commission decision is scheduled for March 2001. Sprint-Florida and Verizon are scheduled to submit new cost studies on April 2, 2001, with a hearing scheduled for June 2001, and a Commission decision in October 2001.

[1] On September 22, 2000, the Court stayed its order pending the filing and ultimate disposition of a petition for certiorari with the U.S. Supreme Court.

SERVICE STANDARDS DOCKETS

In September 1999, the Commission opened dockets to initiate show cause proceedings against Sprint, BellSouth and Verizon for violation of FPSC service standards. Incumbent LECs are required by rule to consistently meet standards established to ensure their customers receive a high quality of service. FPSC standards, for example, require a company to restore interrupted service within 24 hours in 95 percent of the instances reported, or to initiate service in three working days from receipt of an application 90 percent of the time. The Commission also conducts regular service evaluations of ILECs in the field to verify compliance with its service evaluation standards. Each ILEC is required by rule to submit quarterly reports to the Commission detailing their compliance with the established service standards.

After reviewing reports from the state's three largest telephone providers, staff determined that each company was consistently failing to meet one or more of the standards established by rule and asked the Commission to formally address the issues involved by opening a docket for each of the three companies. Testimony has been filed in each of the dockets and, at the time of this writing, none of the cases has reached formal resolution.

It should be noted that these dockets were not opened based on complaints from consumers, which are detailed in Chapter Three of this report, but were predicated on data supplied by the incumbent LECs in a "self-reporting" process. While justified complaints from consumers appear to be decreasing or leveling off, consumer complaints do not necessarily reflect rule infractions reported by the companies.

CHAPTER III: STATUS OF LOCAL COMPETITION

Section 364.386, Florida Statutes requires the Commission to report annually to the Governor and the Legislature on the status of competition in the telecommunications industry in Florida, with emphasis on competitive entry into the local services market. The first section of this chapter is devoted to industry assessment and specifically addresses the six points outlined in Section 364.386 (1), Florida Statutes.

In addition to the industry update, the Commission is required by a 1997 amendment to Section 364.161(4), Florida Statutes, to maintain a file of all complaints by ALECs against ILECs regarding timeliness and adequacy of service. The information included must recap how and when each complaint was resolved. The second portion of this chapter addresses that requirement.

In preparation for this report, data requests were sent to 372 certificated ALECs and ILECs to determine the extent of competitive entry. The ALEC data request consisted of questions designed primarily to discern which companies were providing basic local service in Florida, the exchanges and type(s) of customers being served, the method(s) of providing service, and their primary business focus. The ILEC data request focused on revenues, number of access lines and the number of access lines sold to ALECs. Both data requests solicited opinions and suggestions from the companies on possible actions the Commission or the Legislature should take to foster competition in local exchange markets in Florida. Companies were also asked to comment on impairments to the growth of local competition.

While staff is confident that the data presented and the analyses that follow are accurate, it should be noted that differences in the ways companies report, the completeness of responses or lack thereof, and the number of companies failing to report may have an impact on the conclusions cited.

Since the 1999 report, Florida has seen continued increases in competitive entry, focused predominantly in the business sector. As of June 30, 2000, 362 ALECs were certificated in Florida, with 91 reporting they were serving 710,617 access lines. By contrast, the 1999 report found 80 companies serving 555,172 access lines.

STATUS OF LOCAL COMPETITION THROUGHOUT FLORIDA

Chapter 364.386(1) Florida Statues, mandates that the Commission address the following points in analyzing the status of competition in Florida:

(1) The overall impact of local exchange telecommunications competition on the continued availability of universal service.

(2) The ability of competitive providers to make functionally equivalent local exchange services available to both residential and business customers at competitive rates, terms and conditions.

(3) The ability of customers to obtain functionally equivalent services at comparable rates, terms, and conditions.

(4) The overall impact of price regulation on the maintenance of reasonably affordable and reliable high-quality telecommunications services.

(5) What additional services, if any, should be included in the definition of basic local telecommunications services, taking into account advances in technology and market demand.

(6) Any other information and recommendations which may be in the public interest.

Each of these points will be addressed in the ensuing discussions.

(1) The overall impact of local exchange telecommunications competition on the continued availability of universal service.

Universal service (US) is the concept that a specified set of telecommunications services should be available to all customers at affordable rates. Chapter 364.025, Florida Statutes, provides guidelines for the maintenance of US objectives with the introduction of competition in the local exchange market. Incumbent local exchange companies are required by Section 364.025(1), Florida Statutes, to furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within a company's service territory until January 1, 2004.

As of March 2000, 92.2 percent of Florida households had local telephone service, compared to a national average of 94 percent (Telephone Subscribership in the United States, Federal Communications Commission, June 2000). In meeting the requirements of Section 364.025(4), Florida Statutes, the Commission submitted its report, Universal Service in Florida, to the Governor and Legislature in December 1996. In 1998, the Commission revisited the issue at the direction of the Legislature. In the resulting report, Universal Service and Lifeline Funding Issues, submitted to the Legislature in February 1999, the Commission found "although the potential for a LEC to experience competitive erosion of its high-margin customers while retaining its high-cost (and perhaps below-cost) customer base is a real concern, the Commission has not discerned any such major impact to date." (p.27) As addressed later in this chapter, information from the data requests indicates that ALECs in Florida have experienced gains in certain markets in the last year. As was stated in the February 1999 report and in last year's report on competition, it is probable that the absence to date of any adverse impact on LEC provision of US may be attributable to strong underlying growth in access lines and minutes of use. While ILECs may be experiencing some loss of

market share, they retain the dominant share of an expanding market.

(2) The ability of competitive providers to make functionally equivalent local exchange services available to both residential and business customers at competitive rates, terms, and conditions.

The FPSC staff surveyed the 362 ALECs that were certificated as of June 30, 2000. Of the 178 responses received, 91 were providing service in Florida. Respondents were asked to identify obstacles or barriers to competition. Responses were received from companies not yet offering service and those providing service.

Companies holding certificates but not yet serving customers most often cited the cost of entering the market as the greatest obstacle to offering service. Specifically, ALECs pointed to the credit requirements of ILECs and the cost of collocation. Before an ILEC will provide service to a competitive entrant, the ALEC must demonstrate financial solvency to the satisfaction of the incumbent. This may involve providing a letter of credit, or cash deposits equal to the value of several months of service. These deposits are held by the incumbent until a satisfactory payment history is established, which according to some ALECs, may be up to two years.

ALECs also expressed concern that the cost of collocation fluctuates among incumbent providers, making financial planning difficult for companies planning entry into multiple markets. One respondent reported receiving price quotes from one incumbent for caged and cageless collocation that were double and in one case triple the price quoted by another incumbent. The Commission has a docket pending on collocation issues, which is discussed in detail in Chapter Two.

Other reasons cited for not entering the Florida telecommunications market include lack of capital, insufficient time to develop a comprehensive business plan, and strategic issues at a regional or national level.

ALECs active in the market focused primarily on pricing issues: specifically, UNE prices and resale discounts, which they believe are insufficient to permit profit margins needed to effectively compete; and fees charged by incumbents for OSS cost recovery.

A consistent theme in ALEC responses, not only in this year's report but in those of previous years, is that resale discounts do not offer an opportunity to establish profits that will support long term operations and expansion. The Telecommunications Act of 1996 requires ILECs to resell any telecommunications service they provide to subscribers who are not telecommunications carriers. The Act gives to state commissions the responsibility to set resale rates based on the incumbent's retail rates excluding any costs avoided by selling at wholesale. The discount rates for BellSouth, Verizon (formerly GTE) and Sprint are summarized in Table 3.1. These discounts were established in arbitration proceedings conducted in 1996 and 1997.

Table 3.1

SUMMARY OF RESALE DISCOUNT RATES			
Resale Discount	BellSouth	Verizon	Sprint
Residential	21.83%	13.04%	
Business	16.81%	13.04%	
Simple Access			19.41%
Complex Access			12.65%
Features			36.6%
Operator/Directory Assistance			12.06%
Other			12.76%

The OSS issues raised by ALECs tend to fall into two categories. The first is essentially a process issue. ALECs report frustration with the local service request (LSR) procedures established by the ILECs to initiate service. The LSR is a form or series of forms filed by the ALEC telling the incumbent to provide, for example, a local

loop from the customer's premises to the ALEC's termination equipment. ALECs report these forms are lengthy, detailed and subject to rejection for reasons they consider trivial, the effect of which is to delay the onset of service.

The second issue is one of price. ALECs expressed concern over the price charged by incumbents for operational support services. ALECs report incumbents charging fees they perceive as excessive for low-tech procedures necessary to enter markets. ALECs also express the view that ILECs are setting OSS recovery rates substantially above cost to recover the expense of developing and providing the interfaces needed by ALECs to access the ILEC's OSS system.

In addition, ALECs repeatedly cite the unreliability of the incumbents' OSS systems, which they believe are responsible for delays in provisioning, maintenance and repair, and billings, problems not faced by the ILECs. A number of ALECs urged the Commission to institute a set of standards for OSS which, if not met, would result in fines or disciplinary actions.

Most ALECs responding to the data request appear to have some knowledge of the Commission's dockets regarding UNEs and OSS performance metrics and a number expressed the view that these dockets, when concluded, would have a positive impact on the competitive market place.

Despite these concerns raised by competitive entrants, of the 87 respondents that indicated they are not currently providing voice-grade telecommunications services in Florida, most indicated they have plans to roll out services either later in 2000 or by the middle of 2001.

(3) The ability of customers to obtain functionally equivalent services at comparable rates, terms, and conditions.

As of June 30, 2000, 91 ALECs reported being engaged in some form of local telecommunications service in Florida. Table 3.2 lists each responding ALEC, the type of customers it identified as its target audience, how service is provided and where in Florida service is offered.

Based on the responses to the ALEC data request and the number of ALEC/ILEC interconnection agreements, it appears that ALECs should be able to provide telecommunications customers with functionally equivalent services at rates, terms and conditions comparable to those available from incumbent local exchange companies.

Table 3.2 summarizes the responses provided by responding ALECs. Note that some respondents consider this information proprietary.

Table 3.2

ALECS PROVIDING SERVICE

ALEC	Service Provided To:	Method	Geographic Areas Served
1-800-Reconex	residential	resale	statewide
2nd Century Communications	business	confidential	confidential
ABS Wireless	residential	resale	Tallahassee area
Access One Communications	residential/business	resale	statewide
ACI	residential/business	resale	statewide
Actel Integrated Communications	business	combination	statewide
ALLTEL	business/residential	combination	Jacksonville
Alternative Telephone			confidential
Annox	residential	resale	statewide
A1 Mobile Tech	business/residential	resale	Southeast Florida
ATSI	residential	resale	statewide
AT&T Communications	confidential	facilities	confidential
BellSouth BSE			confidential
BlueStar Networks	business	DSL	select cities
Broadband Office Communications	residential	not reported	not reported
Budget Phone Inc	residential	resale	not reported
BudgetTel Systems	residential	resale	Miami-Dade County
City of Lakeland	internal	facilities	Lakeland
Comcast Telephony	residential	combination	Southeast Florida
ComUSA	residential	resale	not reported
Covad	business	UNE	select cities
Daytona Telephone Company	residential/business	resale	Volusia County

ALECS PROVIDING SERVICE			
DPI Teleconnect	residential	resale	statewide
DSLnet Communications	business	UNE	not reported
Eagle Communications	residential	resale	select cities
Easy Telephone Services	residential	resale	Southeast Florida
e.spire	business	confidential	select cities
ExcelLink Communications	residential	resale	Tampa, Orlando, Jacksonville
Express Title Financial	business/residential	resale	Northwest Florida
EZ Talk Communications	residential	resale	statewide
Florida Digital Network	business	combination	Southeast Florida
FLATEL	residential/business	resale	not reported
Florida Telephone Services	residential	resale	select cities
Fones-4-U	residential	resale	statewide
Gainesville Regional Utilities	business	resale	Gainesville area
Global NAPS			confidential
Gulf Coast Communications	residential	resale	statewide
Hart Communications	residential	resale	statewide
IDS Long Distance			confidential
Integra Paging	residential	resale	Central Florida
Intermedia	business/residential	combination	Statewide
ITC^DeltaCom	business/residential	combination	confidential
KMC Telecom	business	facilities	statewide
Knology	business/residential	combination	Panama City
Level 3 Communications	business	facilities	not reported
Local Line America	residential	combination	statewide
Maxcess			confidential
MCI WorldCom Communications	business	combination	confidential
MCI Metro Access	business	combination	confidential
MediaOne Florida			confidential
MetroMedia Fiber Network	business/residential		confidential
Microsun Telecommunications	business/residential	resale	Southeast Florida
Mobile Phone Company	business/residential	resale	Southeast Florida
Mpower Communications	business/residential	resale	Southeast Florida
My-Tel	business/residential	resale	Orlando, Jacksonville
Network Telephone	business/residential	resale	Pensacola
NewSouth Communications	business	combination	Jacksonville area
Nextlink	confidential	confidential	confidential
NorthPoint Communications	business	combination	statewide
NuStar Communications	business/residential	combination	not reported
Omnicall	business/residential	resale	Statewide
OpTel Telecom	residential	resale	Select cities
Orlando Telephone Company	business/residential	combination	Orlando area
PaeTec Communications	business/residential	resale	statewide
Phone Company	business/residential	combination	statewide
Phone-Link	residential	resale	Central Florida

ALECS PROVIDING SERVICE			
Pure Packet Communications	business	confidential	confidential
Qwest	business	resale	Central/Southeast Florida
Rhythms Links	business	UNE	confidential
SBC National	residential	UNE	not reported
Smoke Signal Communications	residential	resale	statewide
Source One Communications	residential	resale	North Florida
Sprint	business	confidential	confidential
Supra	business/residential	combination	statewide
Tallahassee Telephone Exchange	business/residential	resale	Tallahassee area
TCG of South Florida			confidential
Teligent Services	business	combination	statewide
Time Warner Telecom of Florida	confidential	confidential	confidential
Trivergent Communications	business/residential	combination	statewide
UniversalCom	confidential	confidential	confidential
Universal Telecom	residential	resale	statewide
USA Telecom	business/residential	resale	statewide
US LEC of Florida	business/residential	combination	statewide
Verizon Select Services	business/residential	resale	statewide
Winstar Wireless	business	combination	confidential

Companies with multiple certificates were combined for purposes of this table

As illustrated by the preceding table, service offerings in Florida vary widely in terms of target markets, method of service provision and geographic availability. Despite concerns raised by ALECs, responses indicate that of the companies that reported offering services, 40 identified resale of ILEC lines as their exclusive means of offering service. Of these 40 companies, 23 identified prepaid service as their market niche.

As noted in last year's report, this market is defined by consumers who have difficulty obtaining telephone service from the ILEC and may have to choose an alternative company. These customers may have poor credit histories or may have been disconnected previously by the ILEC for repeated late payments or non-payment.

The customer of a prepaid phone company typically agrees to pay a monthly fee in advance in exchange for local calling and access to 911. All prepaid phone companies that reported indicated their customers must agree to toll call blocking, 900-

number blocking, and directory assistance blocking. In exchange for these restrictions, the customer has unlimited access to local calling. The price for this reduced level of service may range from $24.95 to $64.95 depending on the company. Based on the reporting of the ALECs, prepaid phone companies appear to account for slightly more than nine percent of the residential access lines currently served by ALECs.

Table 3.3 compares the rates of selected ALECs in various exchanges.

Table 3.3

LOCAL RATES FOR SELECTED ALECs IN VARIOUS EXCHANGES

		ALEC Rate		ILEC Rate	
ALEC	Exchange/ILEC	Residential	Business	Residential	Business
Daytona Telephone Company	Daytona Beach BellSouth	$49.00	n/a	$9.15	$24.90
Intermedia	Daytona Beach BellSouth	$9.15	$24.90	$9.15	$24.90
e.spire	Jacksonville BellSouth	n/a	$25.00	$10.30	$28.00
Trivergent	Jacksonville BellSouth	$28.50 (LATA wide)	n/a	$10.30	$28.00
ITC^DeltaCom	Tampa Verizon	$10.37	$23.67	$11.81	$29.90
KMC	Tampa Verizon	n/a	$34.08	$11.81	$29.00
Network Telephone	Tallahassee Sprint	$6.57-$14.94	$17.89-$27.65	$9.65	$21.75
US LEC of Florida	BellSouth Miami	n/a	$35.50	$10.65	$29.10
A1 Mobile Tech	BellSouth Miami	$45	$26.19	$10.65	$29.10
Knology	BellSouth Panama City	$11.70	$26.84	$8.80	$23.85

The responses to the data request also appear to reflect the emergence of ALECs that specialize in providing data services. These companies specialize in high-speed services, including the various forms of digital subscriber line (DSL) service and other specialized products marketed primarily to businesses. These companies typically establish themselves in large metropolitan areas and provision service through UNEs and in conjunction with their own facilities. A number of these data-oriented ALECs indicated their business plan is to provide a wholesale DSL service to ISPs for them to retail to their customers.

This year's data request asked ALECs to identify the number of lines sold exclusively to ISPs. Based on the respondents' answers, it appears that of the total number of lines identified as business access lines by ALECs, more than 20 percent are sold to ISPs. It is likely that the actual number may be higher but confirmation is not possible owing to the professed inability of some ALECs to separate out lines sold to ISPs.

A number of ALECs reported utilizing resold lines as part of an overall provisioning that also involves development of their own facilities. This blend of using resold lines and developing facilities - including switches and digital subscriber line multiplexers - enables ALECs to offer bundled service packages that include local service, long distance service, custom calling features and Internet access for one monthly fee. Other companies report combining resold telecommunications services in concert with cable and Internet services as single packages.

Business customers continue to see expanded competition, particularly those in densely populated metropolitan areas. A number of companies, including Intermedia and Orlando Telephone Company, continue to match their local business rates to those of the ILEC. The offering of parallel rates in business markets exists to a degree greater than can be identified in residential markets. Businesses also appear to be the focus of competition in the advanced services realm. The availability of advanced

services is discussed in greater detail later in this report.

The Legislature has directed the Commission to determine not only whether customers are able to receive services at comparable rates, but whether customers can get services at rates comparable to those charged by the ILEC. This assessment presents some difficulties because ALECs are not obligated to provide services under the same requirements as ILECs. An ILEC has an obligation to serve as a carrier of last resort except under limited circumstances, such as a customer's repeated refusal to pay their bills. An ALEC may choose a more selective marketing strategy in an exchange and, while it must file a price list if offering basic local service and comply with Commission rules, an ALEC may not unduly discriminate. Given that ALECs continue to market products to residential and business customers and that their share of the residential market continues to increase, there appears to be no evidence to contradict the observation that terms and conditions offered by ALECs are at least comparable to those offered by ILECs.

(4) The overall impact of price regulation on the maintenance of reasonably affordable and reliable high-quality telecommunications services.

Section 364.051(2)(a), Florida Statutes, imposed rate caps for basic local telephone service until January 1, 2000 for price-regulated ILECs with fewer than 3 million access lines and until January 1, 2001 for BellSouth. As of this writing, none of the price cap ILECs have filed tariffs amending their charges for basic local service. The continued increase in competitive entry has not reduced significantly the positions of the three largest price-regulated ILECs, BellSouth, Sprint and Verizon, who, between them continue to serve more than 90 percent of the access lines in the state. Prices for services considered reasonably affordable prior to price cap legislation continue virtually unchanged.

Table 3.4 shows the number of justified complaints recorded for BellSouth, Sprint and Verizon for the last four fiscal years. These complaints reflect those that have been received by the Commission's Division of Consumer Affairs and logged into its system. A justified complaint is one which Consumer Affairs determines to be a violation of a Commission rule.

Table 3.4

JUSTIFIED COMPLAINTS, FY 1996-1997 THROUGH FY 1999-2000				
Company	FY 1999-2000	FY 1998-1999	FY 1997-1998	FY 1996-1997
BellSouth	56	63	214	228
Sprint	45	21	57	39
GTE/Verizon	22	24	116	186
*Justified complaints recorded July 1 through June 30 for each year represented				

Expressed in terms of complaints per thousand access lines, BellSouth recorded 0.0084 infractions per 1,000 access lines in FY 1999-2000, compared with 0.0097 per 1,000 the previous year. Sprint recorded 0.0262 infractions per 1,000 access lines in FY 1999-2000, compared with 0.0103 per 1,000 the prior year, and GTE/Verizon recorded 0.0090 infractions for each 1,000 access lines in FY 1999-2000, compared with 0.101 infractions per 1,000 access lines the prior year.

It should be noted that the number of complaints received from consumers does not necessarily constitute a measure of how closely companies are complying with service quality standards established by rule by the Commission. Service quality standards measure, for example, the percentage of the time companies are in compliance with rules, and many complaints filed by consumers are not coded as rule infractions. In addition, consumers may not be fully aware of the extent to which their individual service may have fallen below Commission standards. As reported in Chapter Two, the Commission is considering what actions, if any, need to be taken to encourage greater compliance with service standards for incumbent LECs throughout their respective territories to ensure consumers do not experience a deterioration in

service quality.

(5) What additional services, if any, should be included in the definition of basic local telecommunications services, taking into account advances in technology and market demand.

Information does not exist at this time to justify recommending additions or deletions to the definition of basic local service. It may be relevant to point out the difference in definitions between basic local service for ILECs versus ALECs. Basic local service provided by an ILEC includes, "...voice-grade, flat-rate, residential and flat-rate single-line business local exchange services which provide dial tone, local usage necessary to place unlimited calls within a local exchange area, dual tone multi-frequency dialing, and access to the following: emergency services such as "911," all locally available interexchange companies, directory assistance, operator services, relay services, and an alphabetical directory listing. (Section 364.02(2), Florida Statutes)

By comparison, basic service provided by an ALEC must include "...access to '911' services and relay services for the hearing impaired." Additionally, ALECs must offer a flat-rate price option (Chapter 364.337(2), Florida Statutes).

(6) Any other information and recommendations which may be in the public interest.

No additional information is provided at this time.

SUMMARY OF STATUS OF LOCAL COMPETITION THROUGHOUT FLORIDA

The past year has seen moderate rises in competitive activity in Florida. As of June 30, 2000, 91 ALECs reported offering some form of local service in Florida. Several other companies reported being on the verge of entering either the residential

market, the business market, or both late this year or in early 2001. The ALECs responding to the data request offered a number of suggestions for actions that they believe will pave the way for greater competition in the months ahead. A number of the ALECs' suggestions will be addressed in ongoing dockets on collocation, UNEs and OSS, as outlined in Chapter Two. Given that more than 20 percent of the ALECs certificated in Florida as of June 2000 are actively engaged in service provision, with dozens more preparing to follow, it appears competitive entrants are taking advantage of the opportunities offered under state and federal law.

STATUS OF LOCAL SERVICE COMPETITION BY EXCHANGE

Table 3.5 reviews each exchange in Florida, listing business and residential service providers and the percentage of access lines the competitors are responsible for in the exchange. Percentages of access lines provided by ALECs per exchange are given in ranges to avoid disclosure of data filed as confidential.

Table 3.5

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
Alachua	1	> 0 to 1%	0	
Alford	2	> 0 to 1%	0	
Alligator Point	0		0	
Altha	1	> 0 to 1%	0	
Apalachicola	1	> 0 to 1%	0	
Apopka	4	> 0 to 1%	4	1% to 5%
Arcadia	3	1% to 5%	1	1% to 5%
Archer	1	1% to 5%	1	1% to 5%
Astor	1	> 0 to 1%	1	1% to 5%
Avon Park	4	> 0 to 1%	1	1% to 5%
Baker	3	> 0 to 1%	1	> 0 to 1%
Baldwin	2	5% to 10	1	5% to 10%
Bartow	2	1% to 5%	1	1% to 5%

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
Belle Glade	4	1% to 5%	1	1% to 5%
Belleview	5	> 0 to 1%	1	1% to 5%
Beverly Hills	2	> 0 to 1%	1	1% to 5%
Big Pine Key	1	> 0 to 1%	1	1% to 5%
Blountstown	1	> 0 to 1%	0	
Boca Grande	0		0	
Boca Raton	8	> 0 to 1%	8	5% to 10%
Bonifay	2	> 0 to 1%	1	> 0 to 1%
Bonita Springs	2	> 0 to 1%	1	1% to 5%
Bowling Green	3	1% to 5%	1	> 0 to 1%
Boynton Beach	6	> 0 to 1%	2	25% to 30%
Bradenton	2	1% to 5%	3	1% to 5%
Branford	1	> 0 to 1%	0	
Bristol	1	> 0 to 1%	0	
Bronson	3	1% to 5%	1	> 0 to 1%
Brooker	1	> 0 to 1%	0	
Brooksville	5	1% to 5%	3	1% to 5%
Bunnell	4	> 0 to 1%	1	5% to 10%
Bushnell	4	> 0 to 1%	1	> 0 to 1%
Callahan	1	> 0 to 1%	0	
Cantonment	2	1% to 5%	1	5% to 10%
Cape Haze	1	> 0 to 1%	1	1% to 5%
Cape Coral	1	> 0 to 1%	1	5% to 10%
Carrabelle	0		0	
Cedar Key	1	> 0 to 1%	1	1% to 5%
Celebration	0		2	10% to 15%
Century	2	1% to 5%	1	1% to 5%
Chattahoochee	1	> 0 to 1%	0	
Cherry Lake	1	> 0 to 1%	0	
Chiefland	5	1% to 5%	1	1% to 5%
Chipley	3	1% to 5%	1	1% to 5%
Citra	0		0	
Clearwater	3	1% to 5%	4	5% to 10%
Clermont	4	> 0 to 1%	1	1% to 5%

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
Clewiston	2	1% to 5%	1	1% to 5%
Cocoa Beach	4	> 0 to 1%	1	1% to 5%
Cocoa	9	> 0 to 1%	1	1% to 5%
Coral Springs	6	> 0 to 1%	3	5% to 10%
Cottondale	2	1% to 5%	1	> 0 to 1%
Crawfordville	3	>0 to 1%	1	1% to 5%
Crescent City	1	> 0 to 1%	0	
Crestview	3	1% to 5%	1	10% to 15%
Cross City	2	> 0 to 1%	1	1% to 5%
Crystal River	2	> 0 to 1%	1	1% to 5%
Dade City	2	1% to 5%	1	1% to 5%
Daytona Beach	8	> 0 to 1%	3	5% to 10%
DeBary	5	> 0 to 1%	1	1% to 5%
Deerfield Beach	6	1% to 5%	7	5% to 10%
DeFuniak Springs	4	1% to 5%	1	1% to 5%
Deland	4	> 0 to 1%	1	5% to 10%
DeLeon Springs	2	> 0 to 1%	1	1% to 5%
Delray Beach	7	> 0 to 1%	4	1% to 5%
Destin	1	1% to 5%	1	15% to 20%
Dowling Park	0		0	
Dunnellon	4	> 0 to 1%	1	1% to 5%
East Orange	2	> 0 to 1%	1	1% to 5%
Eastpoint	0		0	
Eau Gallie	5	> 0 to 1%	1	1% to 5%
Englewood	1	1% to 5%	1	1% to 5%
Eustis	3	> 0 to 1%	1	1% to 5%
Everglades	1	> 0 to 1%	1	> 0 to 1%
Fernandina Beach	4	> 0 to 1%	2	5% to 10%
Flagler Beach	3	> 0 to 1%	1	1% to 5%
Florahome	0		0	
Florida Sheriff's Boy's	0		0	
Forest	0		0	
Freeport	1	> 0 to 1%	1	> 0 to 1%
Frostproof	2	1% to 5%	1	1% to 5%

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
Ft. Meade	2	1% to 5%	1	1% to 5%
Ft. Myers	4	> 0 to 1%	4	1% to 5%
Ft. Lauderdale	14	1% to 5%	13	20% to 25%
Ft. Pierce	6	1% to 5%	1	1% to 5%
Ft. Walton Beach	3	> 0 to 1%	1	1% to 5%
Ft. White	1	> 0 to 1%	0	
Ft. Myers Beach	1	> 0 to 1%	1	1% to 5%
Gainesville	7	1% to 5%	3	1% to 5%
Geneva	1	> 0 to 1%	0	
Glendale	1	> 0 to 1%	0	
Graceville	3	> 0 to 1%	1	1% to 5%
Grand Ridge	1	> 0 to 1%	0	
Green Cove Springs	6	1% to 5%	1	1% to 5%
Greensboro	0		0	
Greenville	1	1% to 5%	1	> 0 to 1%
Greenwood	1	1% to 5%	0	
Gretna	0		0	
Groveland	2	> 0 to 1%	1	1% to 5%
Gulf Breeze	3	1% to 5%	1	10% to 15%
Haines City	3	1% to 5%	1	1% to 5%
Hastings	1	> 0 to 1%	0	
Havana	2	1% to 5%	1	1% to 5%
Hawthorne	1	1% to 5%	1	1% to 5%
High Springs	0		0	
Hilliard	1	> 0 to 1%	0	
Hobe Sound	1	> 0 to 1%	1	1% to 5%
Holley-Navarre	3	> 0 to 1%	1	5% to 10%
Hollywood	8	> 0 to 1%	8	5% to 10%
Homestead	4	1% to 5%	3	1% to 5%
Homosassa	3	> 0 to 1%	1	1% to 5%
Hosford	0		0	
Howey-in-the-Hills	1	> 0 to 1%	1	> 0 to 1%
Hudson	3	1% to 5%	2	1% to 5%
Immokalee	1	1% to 5%	1	> 0 to 1%

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
Indian Lake	1	1% to 5%	0	
Indiantown	0		0	
Interlachen	1	> 0 to 1%	0	
Inverness	5	> 0 to 1%	1	1% to 5%
Islamorada	1	> 0 to 1%	1	1% to 5%
Jacksonville Beach	6	1% to 5%	1	5% to 10%
Jacksonville	11	5% to 10%	11	20% to 25%
Jasper	1	1% to 5%	0	
Jay	3	1% to 5%	1	1% to 5%
Jennings	1	> 0 to 1%	0	
Jensen Beach	1	> 0 to 1%	1	1% to 5%
Julington	3	1% to 5%	1	1% to 5%
Jupiter	4	> 0 to 1%	1	1% to 5%
Keaton Beach	0		0	
Kenansville	1	> 0 to 1%	0	
Keystone Heights	4	> 0 to 1%	1	1% to 5%
Key Largo	2	> 0 to 1%	1	1% to 5%
Key West	5	> 0 to 1%	1	1% to 5%
Kingsley Lake	0		0	
Kissimmee	6	1% to 5%	3	10% to 15%
La Belle	1	> 0 to 1%	1	1% to 5%
Lady Lake	3	> 0 to 1%	1	1% to 5%
Lake Buena Vista	0		0	
Lake Butler	1	> 0 to 1%	0	
Lake City	4	1% to 5%	1	1% to 5%
Lake Placid	2	> 0 to 1%	1	1% to 5%
Lake Wales	2	5% to 10%	1	1% to 5%
Lakeland	3	5% to 10%	3	1% to 5%
Laurel Hill	1	>0 to 1%	0	
Lawtey	1	> 0 to 1%	1	1% to 5%
Lee	1	> 0 to 1%	1	1% to 5%
Leesburg	6	> 0 to 1%	1	5% to 10%
Lehigh Acres	1	> 0 to 1%	1	1% to 5%
Live Oak	2	1% to 5%	0	

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
Luraville	0		0	
Lynn Haven	4	1% to 5%	2	1% to 5%
Macclenny	1	> 0 to 1%	1	1% to 5%
Madison	1	1% to 5%	1	> 0 to 1%
Malone	1	> 0 to 1%	1	> 0 to 1%
Marathon	1	> 0 to 1%	1	1% to 5%
Marco Island	1	> 0 to 1%	1	1% to 5%
Marianna	3	1% to 5%	1	1% to 5%
Maxville	1	> 0 to 1%	1	1% to 5%
Mayo	0		0	
McIntosh	1	> 0 to 1%	0	
Melbourne	7	> 0 to 1%	3	10% to 15%
Melrose	1	> 0 to 1%	0	
Miami	15	> 0 to 1%	14	15% to 20%
Micanopy	2	> 0 to 1%	1	1% to 5%
Middleburg	6	> 0 to 1%	1	1% to 5%
Milton	5	1% to 5%	1	5% to 10%
Molino	1	> 0 to 1%	0	
Monticello	2	> 0 to 1%	1	> 0 to 1%
Montverde	1	> 0 to 1%	1	1% to 5%
Moore Haven	1	> 0 to 1%	1	> 0 to 1%
Mount Dora	1	> 0 to 1%	1	5% to 10%
Mulberry	2	5% to 10%	1	> 0 to 1%
Munson	1	1% to 5%	1	> 0 to 1%
Myakka	1	1% to 5%	1	> 0 to 1%
Naples	2	> 0 to 1%	1	1% to 5%
New Port Richey	2	1% to 5%	2	1% to 5%
New Smyrna Beach	3	> 0 to 1%	1	1% to 5%
Newberry	4	>0 to 1%	1	1% to 5%
North Cape Coral	2	> 0 to 1%	0	
North Dade	8	1% to 5%	5	5% to 10%
North Fort Myers	2	> 0 to 1%	1	1% to 5%
North Key Largo	0		1	> 0 to 1%
North Naples	1	1% to 5%	1	1% to 5%

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
North Port	2	1% to 5%	1	1% to 5%
Oak Hill	2	> 0 to 1%	1	1% to 5%
Ocala	7	1% to 5%	1	5% to 10%
Ocklawaha	2	1% to 5%	1	1% to 5%
Okeechobee	2	1% to 5%	1	1% to 5%
Old Town	3	> 0 to 1%	1	5% to 10%
Orange City	6	> 0 to 1%	1	5% to 10%
Orange Park	6	1% to 5%	3	5% to 10%
Orange Springs	1	> 0 to 1%	0	
Orlando	14	1% to 5%	10	25% to 30%
Oviedo	3	> 0 to 1%	3	1% to 5%
Pace	4	1% to 5%	1	5% to 10%
Pahokee	2	1% to 5%	1	5% to 10%
Palatka	8	1% to 5%	1	5% to 10%
Palm Coast	5	> 0 to 1%	1	5% to 10%
Palmetto	2	1% to 5%	2	1% to 5%
Panacea	1	> 0 to 1%	1	1% to 5%
Panama City	7	5% to 10%	4	1% to 5%
Panama City Beach	5	1% to 5%	2	5% to 10%
Paxton	0		0	
Pensacola	8	1% to 5%	5	25% to 30%
Perrine	5	> 0 to 1%	5	1% to 5%
Perry	1	> 0 to 1%	0	
Pierson	1	> 0 to 1%	1	> 0 to 1%
Pine Island	1	> 0 to 1%	1	1% to 5%
Plant City	2	5% to 10%	2	1% to 5%
Polk City	2	1% to 5%	1	> 0 to 1%
Pomona Park	1	> 0 to 1%	1	1% to 5%
Pompano Beach	6	1% to 5%	7	5% to 10%
Ponce de Leon	1	> 0 to 1%	1	1% to 5%
Ponte Vedra Beach	1	> 0 to 1%	2	5% to 10%
Port Charlotte	2	> 0 to 1%	1	1% to 5%
Port St. Joe	1	> 0 to 1%	0	
Port St. Lucie	7	> 0 to 1%	1	1% to 5%

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
Punta Gorda	2	> 0 to 1%	1	1% to 5%
Quincy	0		0	
Raiford	0		0	
Reedy Creek	1	> 0 to 1%	4	5% to 10%
Reynolds Hill	1	>0 to 1%	0	
Salt Springs	1	> 0 to 1%	1	1% to 5%
San Antonio	2	> 0 to 1%	1	> 0 to 1%
Sanderson	1	> 0 to 1%	0	
Sanford	6	1% to 5%	5	10% to 15%
Sanibel-Captiva Island	1	> 0 to 1%	1	1% to 5%
Santa Rosa Beach	1	1% to 5%	1	10% to 15%
Sarasota	4	1% to 5%	3	1% to 5%
Seagrove Beach	1	1% to 5%	1	5% to 10%
Sebastian	3	> 0 to 1%	1	1% to 5%
Sebring	3	> 0 to 1%	1	1% to 5%
Shalimar	3	> 0 to 1%	1	1% to 5%
Silver Springs Shores	1	> 0 to 1%	0	
Sneads	1	> 0 to 1%	0	
Sopchoppy	1	> 0 to 1%	0	
Spring Lake	1	> 0 to 1%	1	> 0 to 1%
St. Augustine	5	> 0 to 1%	4	5% to 10%
St Cloud	2	> 0 to 1%	1	1% to 5%
St. Johns	1	> 0 to 1%	1	25% to 30%
St. Marks	1	>0 to 1%	1	> 0 to 1%
St. Petersburg	5	5% to 10%	5	1% to 5%
Starke	2	1% to 5%	1	1% to 5%
Stuart	4	> 0 to 1%	1	1% to 5%
Sugarloaf Key	1	> 0 to 1%	0	
Sunny Hills	1	> 0 to 1%	0	
Tallahassee	6	> 0 to 1%	3	5% to 10%
Tampa	6	5% to 10%	12	20% to 25%
Tarpon Springs	3	1% to 5%	1	1% to 5%
Tavares	1	> 0 to 1%	1	5% to 10%
The Beaches	0		0	

EXCHANGES WITH AN ALEC PROVIDER

EXCHANGE	Total ALEC Res. Providers	% of Res. Access Lines ALEC Providers	Total ALEC Bus. Providers	% of Bus. Access Lines ALEC Providers
Titusville	7	> 0 to 1%	1	1% to 5%
Trenton	4	> 0 to 1%	1	> 0 to 1%
Trilacoochee	1	1% to 5%	1	1% to 5%
Tyndall	0		0	
Umatilla	1	> 0 to 1%	1	1% to 5%
Valparaiso	3	> 0 to 1%	1	5% to 10%
Venice	3	1% to 5%	1	1% to 5%
Vernon	1	> 0 to 1%	1	> 0 to 1%
Vero Beach	6	> 0 to 1%	1	1% to 5%
Waldo	1	> 0 to 1%	0	
Walnut Hill	0		0	
Wauchula	3	1% to 5%	1	1% to 5%
Weekiwachee Springs	3	> 0 to 1%	1	1% to 5%
Welaka	1	> 0 to 1%	1	5% to 10%
Wellborn	0		0	
West Palm Beach	6	> 0 to 1%	6	10 % to 15%
West Kissimmee	2	> 0 to 1%	5	20% to 25%
Westville	2	> 0 to 1%	0	
Wewahitchka	1	> 0 to 1%	0	
White Springs	1	> 0 to 1%	0	
Wildwood	6	1% to 5%	1	15% to 20%
Williston	2	1% to 5%	1	1% to 5%
Windermere	1	> 0 to 1%	1	> 0 to 1%
Winter Garden	4	10% to 15%	4	40% to 45%
Winter Haven	4	1% to 5%	1	1% to 5%
Winter Park	6	> 0 to 1%	4	1% to 5%
Yankeetown	2	> 0 to 1%	1	1% to 5%
Youngstown-Fountain	5	> 0 to 1%	1	1% to 5%
Yulee	1	1% to 5%	1	1% to 5%
Zephyr Hills	2	1% to 5%	1	1% to 5%
Zolfo Springs	2	> 0 to 1%	1	> 0 to 1%

Table 3.6 summarizes the number of exchanges in which ALECs are providing

basic local service. and the exchanges with the most ALEC providers.

Table 3.6

SUMMARY OF FLORIDA EXCHANGES WITH AND WITHOUT ALEC PROVIDERS	
Exchanges with one ALEC provider	94
Exchanges with two ALEC providers	48
Exchanges with three or more ALEC providers	114
Exchanges without an ALEC provider	26*
Exchanges without a business ALEC provider	72
Exchanges without a residential ALEC provider	29
Total exchanges in Florida	282

***Includes Walnut Hill exchange, in the Mobile LATA**

Table 3.7 summarizes the Florida exchanges with the greatest number ALEC providers.

Table 3.7

EXCHANGES WITH THE MOST ALEC PROVIDERS			
Exchange			Total ALEC Providers
	Residential	Business	
Miami	15	14	23
Orlando	14	10	21
Ft. Lauderdale	14	13	21
Jacksonville	11	11	18
Tampa	6	12	17
Hollywood	8	8	12
Boca Raton	8	8	11
Cocoa	9	1	9
Daytona Beach	8	3	9

Total does not add across lines because an ALEC provider may offer service to both business and residential customers in the exchange

In evaluating the level of competitive entry, the number of access lines the competitors are serving may be as significant as the number of reported competitors in an exchange. The number of access lines served by the 91 companies that reported offering service is 710,617, compared with 80 ALECs that reported serving 555,172 one year ago. In the 1998 edition of this report, this agency found 51 companies serving a total of 194,142 access lines. To delineate between ALEC lines and those served by ILECs, the total number of access lines reportedly served by ILECs is 10,972,064, excluding resold lines. This means that overall, competitive entrants to the telecommunications market in Florida currently hold 6.1 percent of the market, compared with 5 percent last year.

ALECs providing business service in Florida reported serving 492,569 access lines, compared with 2,997,077, excluding resold lines, reported by ILECs. This gives ALECs 14.2 percent of the business market, compared with 12.2 percent one year ago.

ALECs providing residential service reported serving 218,048 access lines, compared with 7,994,987 reported by ILECs. This places the ALEC share of the residential market at 2.7 percent, compared with 1.3 percent in 1999.

As has been reported in previous editions of this report, it is evident that ALECs continue to focus on heavily populated markets with large concentrations of customers. The following chart lists each of the state's 10 Local Access and Transport Areas (LATAs). A LATA is defined by the FCC as a "[A] continuous local exchange area which includes every point served by a local phone company within an existing community of interest." The chart indicates the number of exchanges in each LATA and the number of exchanges without competitive entrants. As is clear from the chart, the more densely populated LATAs enjoy the highest level of competition.

Table 3.8

ALEC PROVIDERS BY LATA			
LATA	Exchanges in LATA	Exchanges without competitive entrant	Area codes serving LATA
Daytona	9	0	904
Fort Myers	31	2	863, 941
Gainesville	48	1	352
Jacksonville	44	8	904
Orlando	24	1	407, 321
Panama City	35	11	850
Pensacola	23	1	850
Southeast	31	2	305, 561, 786, 954
Tallahassee area	12	1	850
Tampa area	25	0	727, 813, 941

Two Florida exchanges, Walnut Hll and Century, are in the Mobile LATA. Walnut Hill has no ALEC services.

The table demonstrates that the densely populated areas such as Daytona and the Tampa Bay region have competitive entrants in each exchange. Similarly, virtually every exchange in the Southeast LATA , Fort Myers LATA, Orlando LATA, and Tallahassee LATA has an ALEC, as do nearly all exchanges in the Pensacola LATA. Those LATAs with a higher percentage of rural exchanges, including Panama City and Jacksonville, have a greater number of exchanges with no competitors.

Since last year's report, ALECs have continued to increase their share of the business market, capturing larger percentages of business access lines in all of the state's major markets. ALECs now account for up to five percent of the business access lines in 124 exchanges, between five and 10 percent of the business access lines in 75 exchanges, more than 10 percent of business access lines in nine exchanges, and for more than 20 percent of business access lines in 11 exchanges.

The ALEC share of residential access lines increased slightly on a percentage

basis since the last report, though clearly not on a scale comparable to that of the business markets. ALECs providing residential access lines reported gaining more than 120,000 access lines since 1999.

Of the ALECs responding to this year's data request, 27 listed residential service as their sole source of revenue, 19 said they offered services only to businesses, 28 indicated their service offerings were extended to business and residential customers, and 15 filed this information confidentially. While the number of providers for distinct market segments is relatively equal, ALECs serving businesses have captured a greater share of their target market.

The inherent advantages enjoyed by ALECs -- no requirement to serve all customers in an exchange and no carrier of last resort responsibilities -- have led ILECs to raise the issue of competitive balance. Incumbents argue they are losing a disproportionate share of their high-revenue business to ALECs, which have the luxury of serving only those customers they choose to pursue. While this year's data support the view that ALECs have a larger share of the business market than the residential market, incumbents continue to hold 93.9 percent of the state's 11.7 million access lines.

In last year's report, the Telcordia Local Exchange Routing Guide (LERG) was cited as the source indicating ALECs had 27 switches deployed in Florida, an indication that competitors were moving toward a facilities-based approach to service provision. In an effort to track the development of facilities-based competition in Florida, this year's data request asked respondents to identify the number and location (by exchange) of their switches in Florida. A majority of companies responding to this question filed their responses confidentially. Without divulging confidential information, it can be reported that facilities-based competition in Florida is continuing at a pace faster than in previous years.

HOW FLORIDA COMPARES WITH THE REST OF THE UNITED STATES

The FCC collects data annually to assess the level of competition in telecommunications markets throughout the United States and any identifiable trends. In its most recently released report, Local Telephone Competition at the New Millennium, released in August 2000, and summarizing data as of December 31, 1999, the FCC found competitors were claiming four percent of the 190 million telephone lines serving end-users in the United States. In Florida, that number is slightly higher, at 6.1 percent. It should be noted that key differences exist between the research methods used by the FCC and this agency. ALECs with less than 10,000 lines are not required to report to the FCC, while this agency asks all certificated ALECs to report. The FCC obtains the bulk of its data from voluntary submissions from major incumbent LECs in addition to revenue data from universal service reporting forms. The FPSC sends data requests to incumbents and competitors. Despite these differences in data collection, this year, as in past years, information published by the FCC tends to concur with that obtained by this agency. The FCC reports, for example, that responding ILECs resold 3.3 percent of their access lines to competitors nationwide, while in Florida that number is 2.5 percent.

LIMITATIONS IN THE PRECEDING ALEC MARKET ANALYSES

Although on balance we believe that the preceding ALEC market share analyses are reasonable, a number of caveats should be noted. First, data compilation is based on responses received from responding ALECs and is, therefore, only as valid as the answers received from the companies that responded to this year's data request. Second, responding ALECs did not respond uniformly to all questions posed owing to differing interpretations and the companies' ability to separate data. Some companies, for example, responded to questions about the markets they served on an exchange-by-exchange basis, while others responded by municipality, NPA/NXX, or simply by giving a statewide aggregate. Companies were asked to distinguish between residential and business access lines and while most were able to make this distinction, some

indicated their billing process does not allow them to provide this information. Some respondents provided only the number of residential or business customers they serve, which does not allow for specific line counts if a business, for example, has more than one access line. Finally, in instances where ILECs reported having resold lines in an exchange but no respondent acknowledged providing service staff assumed the presence of one ALEC for purposes of Table 3.5 beginning on page 36. This chart also reports the range of competitive access lines held by ALECs in increments of five percent to avoid disclosing confidential information. Despite these limitations and qualifiers, we believe this report represents the most accurate information available to this agency at the time of its writing.

COMPLAINTS FILED BY ALECs AGAINST LECs

A 1997 amendment to Section 364.161(4), Florida Statutes, requires this report to include a discussion of all complaints filed by ALECs against ILECs. The Commission has received 13 complaints since September 1999. Of those 13 complaints, five were resolved by the parties, four were settled informally, three have been set for hearing and one complaint is undergoing initial review by staff. Other complaints on the table were received prior to September 1999.

Table 3.9

SUMMARY OF COMPLAINTS FILED BY ALECs						
ALEC	**ILEC**	**Date Opened**	**Docket No. or CATS No.**	**Description of Complaint**	**Date Closed**	**Resolution**
The Other Phone Co.	BST	1/29/99	990108-TP	Complaint alleging breach of resale agreement.		Set for hearing before the Commission 1/31/01 after requests for continuances from the parties.
Orlando Telephone Company	SPRINT	7/8/99	990884-TP	Complaint over switched access termination fees.		Set for hearing before the Commission 12/20/00.
US LEC	BST	7/2/99	990874-TP	Alleged breach of interconnection agreement. US LEC claims BST failed to compensate them for call termination to ISPs.		Set for hearing before the Commission 2/21/01.
Global NAPS	BST	8/31/99	991267-TP	Alleged breach of interconnection agreement. Global NAPS claims BST failed to compensate them for call termination to ISPs.		FPSC orders BST to pay compensation 3/28/00. BST files for reconsideration 5/9/00. Global NAPS granted extension to respond to BST's motion.
Sprint (ALEC)	BST	8/9/99	991084-TP	Complaint for failure to comply with interconnection agreement.	4/7/00	Resolved by parties.
BlueStar Networks	BST	9/17/99	991405-TP	Complaint for failure to provide collocation in a reasonable period of time.	6/8/99	Resolved by parties.

SUMMARY OF COMPLAINTS FILED BY ALECs						
ALEC	**ILEC**	**Date Opened**	**Docket No. or CATS No.**	**Description of Complaint**	**Date Closed**	**Resolution**
Intermedia	BST	10/8/99	991534-TP	Complaint for failure to comply with interconnection agreement		Unresolved issues taken before Commission 8/29/00 for resolution. Post hearing motions filed by parties awaiting disposition.
KMC Telecom	BST	10/8/99	991619-TP	Complaint for failure to comply with interconnection agreement	4/21/00	Resolved by parties.
IDS Long Distance	BST	11/2/99	287452T	IDS claimed BST failed to provide telephone directories to IDS in a timely manner	12/2/99	BST acknowledges error in Customer Records System resulting in late deliveries. Complaint closed.
Telephone Company of Central Florida	BST	11/19/99	991745-TP	Complaint for alleged breach of resale agreement	1/4/00	Resolved by parties.
MCImetro Access	BST	11/23/99	991755-TP	Complaint for breach of interconnection agreement		Hearing conducted 9/6/00; staff recommendation due 11/16/00 for agenda conference 11/28/00.
ITC^Delta Com	BST	12/17/99	991946-TP	Complaint for breach of interconnection agreement		BellSouth's motion for reconsideration of Commission's 8/15/00 decision is pending.
KMC Telecom	BST	3/3/00	000282-TP	Complaint seeking enforcement of interconnection agreement	6/5/00	Resolved by parties.

SUMMARY OF COMPLAINTS FILED BY ALECs						
ALEC	**ILEC**	**Date Opened**	**Docket No. or CATS No**	**Description of Complaint**	**Date Closed**	**Resolution**
EZ Talk	GTE	3/6/00	308569T	Company said though it pays a monthly charge for a block on collect calls from confinement facilities, the block is unsuccessful	6/5/00	Explained to company that in addition to monthly payment, must subscribe to billed number screening. Complaint closed.
Telephone Systems	SPRINT	5/17/00	318197T	T-1 service interrupted because of cable cut.	5/18/00	Service out 8 hours, cable repaired.
Sprint (ALEC)	BST	5/24/00	000636-TP	Complaint for failure to comply with interconnection agreement.		Set for hearing 11/9/00.
Adelphia Business Systems	BST	6/14/00	321010T	Company wanted to sell ISDN-PRI and 911 PinPoint to a college in Jacksonville but was told only BST could sell these services.	6/22/00	Company and college apparently misinformed, BST not only available vendor. Complaint closed.
Network Telephone	SPRINT	8/31/00	001275-TP	Complaint for refusal to allow collocation of equipment needed for interconnection and access to UNEs.		Staff conducting review of relevant FCC and FPSC decisions.

SUMMARY

As of July 2000, ALECS were offering service to approximately 6.1 percent of the total access lines in Florida compared with 5 percent in 1999 and 1.8 percent in 1998. Florida has approximately 11.7 million access lines of which 710,617 are served by ALECs. Of the total of 11.7 million access lines, 8.2 million are residential and 3.5

million are business. Competitive entrants reported serving 218,048 residential lines compared with 97,230 last year and 492,569 business access lines, compared with 438,639 in 1999.

In percentage terms, competitors serve 2.7 percent of the residential market in 2000, compared with 1.3 percent in 1999, and 14.2 percent of business access lines in 2000, compared with 12.2 percent in 1999. Overall, it is evident competitive entrants have made positive gains not only in market share but in the number of access lines served.

CHAPTER IV: CONCLUSION

Based on the data collected for the preparation of this report, it is apparent that ALECs view Florida as an attractive market. The number of certificated ALECs surveyed continues to increase, from 265 last year to 362 this year. ALEC market share has increased overall in Florida as well as in residential and business markets.

ALECs responding to this year's data request report serving 710,617 access lines, more than 6 percent of the state's total and more than the nationwide average of 4 percent. In addition to those companies actively serving telephone customers in Florida, another 100 indicated they are poised to enter the state's markets, either through resale, UNEs, facilities-based or a combination of these business strategies. Business customers can obtain services in nearly 70 percent of the state's exchanges at rates, terms, and conditions presumably comparable to those offered by incumbent LECs. It is also apparent that data-oriented ALECs are entering Florida's business markets, generating demand for high-speed services in major metropolitan areas and creating submarkets.

Competition has not bypassed the residential markets, based on the information available in this report. The number of residential access lines held by ALECs increased by more than 100 percent since last year's report. With competitive providers present in 74 percent of Florida's 282 exchanges, the responses to this year's data request show the emergence of specialty markets in the residential sector as well as the business sector. First, some ALECs are providing bundled residential service, including local service, a fixed amount of monthly long distance service in addition to Internet access, or combining local and long distance phone service with cable television and Internet service at rates, terms, and conditions similar to those offered by the incumbent LEC. Second, prepaid telephone companies appear to be growing, offering unlimited local service with toll restrictions to residential and business customers who would otherwise be excluded from the telecommunications market because of prior payment difficulties with the incumbent local exchange company. This service cannot be

considered comparable to that offered by the ILECs owing to the restrictions placed on customers. Although more expensive and more limited than comparable ILEC service, the growth of these companies indicates there is a market for prepaid service.

A review of complaints indicates that generally speaking, incumbent local exchange companies are maintaining affordable, high-quality service. Over the last four years, the number of justified complaints from consumers has remained steady or dropped. As mentioned in Chapter Two, FPSC staff continues to monitor service quality standards for incumbent LECs and to work with those companies to correct deficiencies to insure that the quality of service to consumers does not deteriorate.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

- @link Networks, Inc.
- @Xess Communications, Inc.

  !nterprise America, Inc.
- 1-800-RECONEX, Inc.

  2001 Telecommunications Inc.

  2nd Century Communications, Inc.
- A 1 Mobile Tech, Inc.
- AA Tele-Com

  ABC Connect

  ACI
- A.R.C. Networks, Inc.

  Access Communications - First Coast
- Access Integrated Networks, Inc.
- Access One Communications

  Access Point, Inc.

  AccuTel of Texas, Inc.
- Actel Integrated Communications, Inc.

  Adelphia Business Solutions Investment, LLC
- Adelphia Business Solutions of Jacksonville, Inc.

  Adelphia Telecommunications of Florida, Inc.

  Advanced Digital Information Systems, Inc.

  Advanced TelCom Group, Inc.

  Advent Consulting and Technology, Inc.

  AirTIME Technologies, Inc.

  All Kinds Cashed, Inc.
- Allegiance Telecom of Florida, Inc.

  Alliance Tel-Com, Inc.

  Allied Riser of Florida, Inc.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

- ALLTEL Communications, Inc.
- Alternative Phone, Inc.
- AMAFLA Telecom, Inc.
- America's Tele-Network Corp.

  American Dial Tone
- American Fiber Network, Inc.
- American MetroUtilities Corporation/Florida

  AmeriMex Communications Corp.
- Ameritech Communications International, Inc.

  AMTEL NETWORK, INC.
- Annox, Inc.
- Anns Communication

  Arbros Communications Licensing Company S.E., LLC

  Asset Channels-Telecom, Inc.
- AT&T

  ATI Telecom, Inc.
- Atlantic Telecommunication Systems, Inc.
- Atlantic.Net Broadband, Inc.

  Atlas Communications, Ltd.
- AvanaCom

  axessa
- Axsys, Inc./Tel Ptns.

  Backbone Communications Inc.

  Basic Phone, Inc.

  Baytel Communications, Inc.
- BellSouth BSE, Inc.
- BellSouth Telecommunications, Inc.

  BeMany!

APPENDIX A: ALECs CERTIFICATED as of September 25, 2999

(dot represents companies having a price list on file as of September 25, 2000)

- Birch Telecom of the South, Inc.
- Biz-Tel Corporation
- Bizy Phones, Inc.
- BlueStar Networks, Inc.

Broadband Digital Technologies, Inc.

- Broadband Office Communications, Inc.

Broadslate Networks of Florida, Inc.

- BroadStream Corporation

BroadStreet Communications, Inc.

Broadtier Communictions, Inc.

Broadwing Local Services Inc.

- BTI

Budget Comm

- Budget Phone, Inc.

BudgeTel Systems, Inc.

- Buy-Tel Communications, Inc.

C2C Fiber of Florida, Inc.

C2K, Inc.

C.E.F. Answering and Telecommunications Service Inc.

C.I.O., Inc.

- Cable & Wireless, Inc.

Capital Exploration

Caretele, Inc.

Cash America

- CAT Communications International, Inc.

Cbeyond Communications, LLC

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

Cellular One of Southwest Florida

Centennial Florida Switch Corp.

CFT INC.

- CI2, Inc.
- Ciera Network Systems, Inc.

City of Lakeland

City of Ocala

City of Tallahassee

- Cleartel Communications, Inc.
- Comcast MH Telephony Communications of Florida, Inc.
- Comcast Telephony Communications of Florida, Inc.
- Compact Data Systems, Inc.
- Compass Telecommunications Incorporated
- Computer Business Sciences, Inc.
- Comscape Communications, Inc.
- COMUSA, Inc.
- Concentric Carrier Services, Inc.

Concert Communications Sales LLC.

- Connect!
- ConnectSouth Communications of Florida, Inc.

Consumer Credit Assistance, Inc.

Covad Communications Company

Convergence, Inc.

Convergent Communications Services, Inc.

Coral Telecom, Inc.

CoreComm Florida, Inc.

Cox Communications

CPU Solutions Holding Corp.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

Curbside Communications

CTSI, Inc.

- DPI-Teleconnect, L.L.C.
- Daytona Telephone Company

Deland Actel, Inc.

- Dial Tone of Alabama, Inc.

Digital Media Partners

- Direct-Tel, Inc.
- Direct-Tel USA, LLC
- DPI-Teleconnect, L.L.C.

DSL Telecom, Inc.

DSLnet Communications, LLC

- DTK Telecommunications, LLC

DV2, Inc.

- e.spire Communications, Inc.
- Eagle Telco, Inc.
- East Florida Communications, Inc.

Easton Telecom Services Inc.

- Easy Tel, Inc.
- Easy Telephone Services Company

EasyComm Corporation

Edge Connections, Inc.

- eLEC Communications

ElectroNet Intermedia Consulting, Inc.

Electronic Technical Services (E.T.S.)

Empire Telecom Services, Inc.

Enkido, Inc.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

- Ernest Communications, Inc.
- essential.com, inc.

ET Telephone, Inc.

Eureka Telecom, L.L.C.

Everest Connections Corporation

Evolution Networks South, Inc.

Excel Telecommunications, Inc.

- Excelink Communications, Inc.

Express Phone Service, Inc.

- EZ Talk Communications, L.L.C.
- FairPoint Communiction Solutions Corp.

Fast Connections, LP

- Festival Telephone Services, Inc.

First Choice Local Communications, Inc.

- First Touch, Inc.
- Florida City-Link Communications, Inc.
- Florida Consolidated Multi-Media Services, Inc.
- Florida Digital Network, Inc.

Florida Phone Service, Inc.

Florida Phone Systems, Inc.

Florida Public Telecommunications Association, Inc.

- Florida Telephone Company

Florida Telephone Services, LLC

- Florida's Max-Tel Communications, Inc.

Focal Communications Corporation of Florida

Fones-4-U

- FreedomTel, Inc.

Frontier Communications of America, Inc.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

- Fusion Telecom

Fuzion Wireless Communications Inc.

GCI Globalcom, Inc.

GE EXCHANGE

Genesis Communications International, Inc.

Global Broadband, Inc.

- Global Crosssing Local Services, Inc.

Global Crossing Telemanagement, Inc.

- Global NAPS, Inc.

Grande Communications Networks, Inc.

Group Long Distance, Inc.

GRU Communication Service/GRUCom/GRU

- Gulf Coast Communications, Inc.

Gulftel Communications

H & L Taxhaus Communications

- Hale and Father, Inc.
- Hart Communications

Hayes Telecommunications Services, Inc.

High Tech Communications of Central Florida, Inc.

HJN Telecom, Inc.

Hometown Telephone of Florida, Inc.

- Hyperion of Jacksonville, Inc.
- Hyperion Telecommunications of Florida, Inc.

ICG Telecom Group, Inc.

- IDS Long Distance, Inc.

IE Com

ILD

INET Local Phone Service

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

ISN Communications

Integra Paging

- Intellicall Operator Services, Inc.

Intelligence Network Online, Inc.

InterCept Communications Technologies, Inc.

InterCom Network, Inc.

- Interlink Telephony, Inc.

Interloop, Inc.

- Intermedia Communications, Inc.

International Plus

- International Telcom, Ltd.

International Web Technologies, Inc.

Internet Access and Web Services of Florida, Inc.

InternetU, Inc.

Interpath Communications, Inc.

- Intetech, L.C.

Intraco Systems, Inc.

IPVoice Communictions, Inc.

- ITC^DeltaCom ITS Telecommunications Systems, Inc.
- Jake & Associates, Inc.
- JATO Operating Two Corp.

Jones Phones

- JTC Communications, Inc.

King Communications & Serivces, Inc.

KingTel, Inc.

- KMC Telecom Inc.
- KMC Telecom II, Inc.
- KMC Telecom III, Inc.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

KMC Telecom V, Inc.

- Knology of Florida, Inc.

Lake Wellington Professional Centre

LDDS Worldcom

Legends Communications, Inc.

- Level 3 Communications, L.L.C.
- LightNetworks, Inc.

Lightyear Communications, Inc.

- Local Line America, Inc.

Lone Star State Telephone Co.

Looking Glass Networks, Inc.

Mainstream New Media

Maxcess, Inc.

- MCI Metro Access Transmission Services, Inc.
- MCI Telecommunications Corporation
- MCI WorldCom Communications, Inc.

MCImetro Access Transmission Services LLC

- MediaOne Florida Telecommunications, Inc.

Megsinet-CLEC, Inc.

Meridian Telecommunications, Inc.

- MET Communications, Inc.

Metrolink Internet Services of Port Saint Lucie, Inc.

Metromedia Fiber Network Services, Inc.

Metropolitan Fiber Systems of Florida, Inc.

MetTel

Microsun Telecommunications, Inc.

Miracle Communications

Mpower Communications Corp.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

MSN Communications, Inc.
- MVX.COM Communications, Inc.
- MY-TEL INC.
- National Phone Corporation
- Navigator Telecommunications, L.L.C.

Net2000 Communications Services, Inc.

Net One International, Inc.
- NET-Tel Corporation
- Netcon Telcom, Inc.
- Network Access Solutions Corporation

Network Information Solutions, Inc.

Network One
- Network Telephone Corporation
- New Edge Networks

NewPhone
- NewSouth Communications Corp.
- Nexstar Communications, Inc.
- Nextlink Florida, Inc.
- Norcom, Inc.
- North American Telephone Network, L.L.C.

NorthPoint Communications, Inc.
- NOW Communications, Inc.

Ntegrity Telecontent Services, Inc.

NUI Telecom, Inc.
- NuStar Communications Corp.

O1 Communications of Florida, LLC

Ocis Communications, Inc.

Oltronics, Inc.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

- Omnicall, Inc.
- One EZ Call, Inc.
- OnePoint Communications

  OnFiber Carrier Services, Inc.
- OnSite Access Local LLC

  OpTel

  Opticom
- Orlando Telephone Company
- P.V. Tel of Florida, LLC
- PaeTec Communications, Inc.
- Palm Beach Telephone Company
- PARCOM Communications, Inc.

  Pathnet Communications, Inc.

  PatriotCom Inc.
- Phone-Link, Inc.

  Phone-Out/Phone-On

  Phones For All

  PICUS Communications, LLC

  Pinnacle Telcom, Inc.
- PointeCom, Inc.

  PowerNet Global Communications
- Pre-Cell Solutions/Family Phone Service, Inc.

  Pre-Cell Solutions, Inc.

  Premiere Network Services, Inc.

  Primary Network Communications, Inc.

  Primus Telecommunications, Inc.

  Priority Link
- Prism Florida Operations, LLC

Pro Telecom, Inc.
- ProfitLab, Inc.

Progress Telecommunications Corporation
- Progressive Telecommunications Corp.
- Public Telephone Network, Inc.

PurePacket Communications of the South, Inc.

Quad City Communications, Inc.

Quantum Phone Communications, L.L.C.
- Quentel Communications, Inc.

Questel Corp.
- Quick-Tel Communications, Inc.
- Quintelco, Inc.

Qwest Communications Corporation

Qwest Communications Services

Rapid Transmit Technology, Inc.

RCN Telecom Services, Inc.

R.C.P. Services
- REI Communications

Reconnection Connection

ReFlex Communictions, Inc.

Resort Hospitality Services, Ltd.

Rhythms Links Inc.
- Ripple Communications

SBC National, Inc.
- SBC Telecom, Inc.

S.F.M.&T. Inc.

Sandhills Telecommunications Group, Inc.

SandStream Communications & Entertainment, Inc.

- SATCOM Communiction

  Second Chance Phone

  ServiSense.com, Inc.

  Seven Bridges Communications, L.L.C.

  Shands Teaching Hospital and Clinics, Inc.

  Sigma Networks Telecommunications, Inc.
- Smart City Networks
- Smoke Signal Communications
- Source One Communications, Inc.

  Southeast Telephone Company
- Southeastern Services, Inc.
- Southeastern Telecommunications Service, Inc.
- Southern Reconnect, Inc.
- Southern States Telephone, Inc.

  Southern Telecom of America, Inc.
- Southern Telemanagement Group, Inc.
- SouthNet Telecomm Services, Inc.
- Spartan Communications Corporation of North Carolina

  Speedy Reconnect, Inc.
- Sprint Communications Company Limited Partnership
- Staples Communications-Networks

  StartComm Corp.

  State Discount Telephone, L.L.C.

  StormTel, Inc.

  Strategic Technologies, Inc.

  Structus TeleSystems, Inc.
- Sun-Tel USA, Inc.

  Suntel Metro, Inc.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

- Supra Telecommunications & Information Systems, Inc.

  T-Netix, Inc.
- Talk Time Communications, Ltd. Inc.
- Talk Too Communications

  Talk Solutions

  Tallahassee Community College

  Tallahassee Memorial Telephone Company
- Tallahassee Telephone Exchange, Inc.
- TAPCO. The Alternative Phone Company
- TCG South Florida

  TDS Telecom/Quincy Telephone

  Tel Com Plus
- Tel-Link, L.L.C.

  Tel-Phone Communications, Inc.

  Telaleasing Enterprises, Inc.
- Telebeeper, Inc.

  Teleco Communications, Ltd.
- Telecom Connection Corp.
- TeleConex

  Telefyne Incorporated

  Teleglobe Business Solutions Inc.

  TelePacific Communications
- Telephone Company of Central Florida, Inc.
- Telephone One, Inc
- Telephone Systems of Georgia, Inc.

  Telera Communications, Inc.
- Telergy Network Services, Inc.
- Teligent Services, Inc.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

TelQuest Communications, Corp.

- Telrite

Teltrust Communications Services, Inc.

The Basico Group, Inc.

The Grand Condominium Association, Inc.

- The Mobile Phone Company

The Phone Company

- Time Warner Connect
- Time Warner Telecom of Florida, L.P.

TotalTel USA Communications, Inc.

Touch 1 Communications, Inc.

Trans National Communictions International, Inc.

- Trans National Telecommunications, Inc.

TranStar Communications USA, L.C.

- Travelers Telecom Corp.

TreasureCom Inc.

- Tristar Communications
- TriVergent Communications

TTI National, Inc.

UAI of Florida, Inc.

U2 Communications, Inc.

- Unicom Communications, L.L.C. (formerly Unique Communications)

United Communications HUB, Inc.

United Southern Telecom

- United States Telecommunications, Inc.
- Universal Telecom, Inc.
- UniversalCom, Inc.

Urban Media of Florida, Inc.

URJET Backbone Network, Inc.
- U.S. Dial Tone, Inc.
- US LEC of Florida Inc.

US South Communications, Inc.
- U.S. Telco, Inc.
- USA Digital, Inc.
- USA Quick Phone, Inc.
- USA Telecom, Inc.
- USA Telephone Inc.
- USLD Communications, Inc.

Utility Board of the City of Key West - City Electric System

VarTec Telecom, Inc. and Clear Choice Communications

Verizon Advanced Data Inc.
- Verizon Select Services Inc.

Vitts Networks, Inc.

VortalConnect.COM, Inc.
- WAMnet Communications Inc.

Williams Local Network, Inc.
- WinStar Wireless, Inc.

Wireless Jaccess Network, Inc.

WorkNet Communications Inc.

World Access Communications Corp.
- World Telecommunications Services, Inc.
- Worldlink Long Distance Corp.

WorldNet Fiber, Inc.

Worldwide Internet Services, Inc.
- WTI

Yipes Transmission, Inc.

APPENDIX A: ALECs CERTIFICATED as of September 25, 2000

(dot represents companies having a price list on file as of September 25, 2000)

- YourTel Telecom Corporation
- Z-Tel Communications, Inc.

APPENDIX B: KEY FEDERAL ISSUES

This portion of the report outlines issues in the federal jurisdiction that impact, or have the potential to impact, competitive telecommunications markets in Florida.

ACCESS CHARGES

On May 31, 2000, the FCC issued its Sixth Report and Order on Access Charge Reform and Universal Service in which the FCC adopted a modified proposal from the Coalition for Affordable Local and Long Distance Services (CALLS). The FCC expressed the view that adoption "...will bring lower rates and less confusion to consumers, and create a more rational interstate rate structure."

Among the more visible results of the FCC's adoption of the modified CALLS proposal are:

- Elimination of the residential Presubscribed Interexchange Carrier Charge (PICC), which was a flat per-line charge previously imposed by a price-cap LEC on the consumer's long distance carrier. This charge was passed on to the consumer by the long distance carrier.

- An increase in the subscriber line charges for primary residential lines and single line businesses effective in the July 2000, billing cycle (see chart).

- Elimination of $650 million in implicit universal service support from access charges and the initiation of an explicit, portable interstate access universal service charge (see chart).

- Elimination of minimum usage charges (MUCs) by participating long-distance carriers (AT&T and Sprint are participants).

- Reduction in interstate switched access charges to long distance carriers from federal price cap ILECs. The FCC's theory is that reductions passed on to long distance carriers will, in turn, be passed through to consumers in the form of lower toll charges. (AT&T and Sprint have committed to pass the reduction through to consumers.)

It should be further noted that the Texas Office of Public Utility Counsel has filed a challenge to the CALLS proposal. (This same office successfully challenged the FCC's universal service order.) The ensuing chart provides an historical synopsis of interstate per line charges.

Interstate Per Line Charges Billable to End Users Table 4.0

	1/1/98	7/1/98	1/1/99	7/1/99	7/1/00
BellSouth					
Subscriber Line Charge (SLC)					
residential: first line	$3.50	$3.50	$3.50	$3.50	$4.35
residential: each additional	$5.00	$5.00	$6.07	$6.07	$6.96
business: single line	$3.50	$3.50	$3.50	$3.50	$4.35
business: multi line	$8.17	$8.14	$8.25	$7.90	$7.84
PICC*					
single line residence/business	$0.53	$0.53	$0.53	$1.04	
residential: per additional line	$1.50	$1.50	$1.50	$2.53	
multi line business	$2.75	$2.75	$2.75	$4.31	$4.31
Universal service charge **					$0.32
GTE Florida					
Subscriber Line Charge (SLC)					
residential: first line	$3.50	$3.50	$3.50	$3.50	$4.35
residential: each additional	$5.00	$5.00	$6.07	$6.07	$7.00
business: single line	$3.50	$3.50	$3.50	$3.50	$4.35
business: multi line	$9.00	$8.82	$9.16	$9.02	$8.86
PICC*					

residential/single-line business	$0.53	$0.53	$0.53	$1.04	
residential: per additional line	$1.50	$1.50	$1.50	$2.53	
multi line business	$2.75	$2.75	$2.75	$4.31	$4.31
Universal service charge **					$0.26
Sprint-Florida ***Subscriber Line Charge (SLC)***					
residential: first line	$3.50	$3.50	$3.50	$3.50	$4.35
residential: each additional	$5.00	$5.00	$6.07	$6.07	$7.00
business: single line	$3.50	$3.50	$3.50	$3.50	$4.35
business: multi line	$8.07	$7.58	$7.50	$7.30	$8.23
PICC*					
residential/single-line business	$0.53	$0.53	$.053	$1.04	
residential: per additional line	$1.50	$1.50	$1.50	$2.53	
multi line business	$2.75	$2.75	$2.75	$4.31	$4.31
Universal service charge **					$0.30

*Presubscribed Interexchange Carrier Charge - billed by LECs to IXCs based on access lines; IXCs may choose to pass this charge on directly to end users. Applied to multi line business lines only effective July 1, 2000.
**Added to consumers' bills on or after July 1, 2000.

RECIPROCAL COMPENSATION

The Telecommunications Act of 1996 requires local providers to establish reciprocal compensation arrangements for the transport and termination of telecommunications traffic. In practice, this means that when a customer of local provider "A" completes a call to a customer of local provider "B," the company originating the call (local provider "A") must pay the company terminating the call (local provider "B"), a cost usually paid on a per-minute basis. By federal regulation, the reciprocal compensation requirement applies only to local telecommunications traffic.

The growth in telecommunications traffic associated with Internet usage raised questions among carriers and state regulatory commissions, including the FPSC, about how ISP traffic should be considered for purposes of reciprocal compensation. The

heart of the discussion is whether ISP traffic is local or long distance in nature. A hypothetical Internet user may reach their ISP through a local number, which some argue makes it a local call. However, during a single Internet session, a user may connect with multiple websites, many of which may be in other states. The FCC concluded that "...although some Internet traffic is intrastate, a substantial portion of Internet traffic involves accessing interstate or foreign websites."

The FCC agreed to consider whether ISP traffic delivered to a local number should be considered local traffic for the purposes of reciprocal compensation. The FCC found such calls were non-local, contending that the communication will ultimately extend beyond the ISP to a website outside the local calling area. In addition, the FCC chose not to set rates for such calls, although it has the authority to do so, arguing instead "a negotiation process, driven by market forces, is more likely to lead to efficient outcomes than are rates set by regulation." In cases where parties are unable to reach an agreement, the FCC decided that states could determine in arbitration proceedings that reciprocal compensation should be paid for ISP-bound traffic.

The FCC's decision in the case was appealed and on March 24, 2000, the U.S. Court of Appeals for the District of Columbia vacated the FCC's ruling. In its ruling, the court said the FCC failed to provide a satisfactory explanation for its ruling, and sent the case back to the Commission.

UNIVERSAL SERVICE

Hold-Harmless Provision

In a recommendation released June 30, 2000, the Federal-State Joint Board on Universal Service recommended continuation of the Long Term Support (LTS) mechanism and a three-year phase-out of the interim "hold-harmless" support for non-rural carriers.

The LTS program ensures reasonable comparability of interstate access rates

among LECs by reducing the carrier common line charges of rate-of-return LECs that participate in the National Exchange Carrier Association common line pool. Carrier common line charges are per-minute charges LECs assess on IXCs to recover a portion of the interstate-allocated loop costs.

The interim hold-harmless provision provides per-line support to eligible non-rural carriers based on the preexisting high-cost loop support mechanism established by FCC rules. Under this mechanism, 18 non-rural carriers receive an estimated $87 million in net annual hold-harmless support. Of these 18 carriers, projections indicate 12 currently receive average monthly support of less than $1, four receive less than $2, one (GTE North Inc. in Missouri) receives $3.26 and one (Puerto Rico) receives $12.06 and $1.86, respectively, for each of its two study areas.

The Joint Board recommended the hold-harmless support be phased out through annual reductions of $1 in each recipient's average monthly per-line support, beginning January 1, 2001. The Joint Board's recommendation calls for a reexamination of the phase-down schedule by the FCC in conjunction with the Commission's comprehensive review of the new, forward-looking support mechanism, which is scheduled for completion January 1, 2003.

American Indian and Alaska Native Tribal Communities

In an order released June 30, 2000, the FCC expanded support under the Lifeline Assistance and Lifeline Connection Assistance (Link Up) programs for individuals living on reservations or tribal lands. Recognizing that less than half of Indian tribal households on reservations and other tribal lands have a telephone, compared with approximately 94 percent of other American households, the Commission created an additional level of price support specifically available for low-income American Indians, Eskimos and other aboriginal peoples of Alaska.

According to the Commission's order, individuals who qualify for this level of added assistance may receive up to $70 to offset the initiation of service. Because Link

Up provides up to a 50 percent reduction in the hook-up charge, to a maximum of $30, under the new program, eligible Native Americans can receive a combined credit of up to $100. Lifeline Assistance for individuals qualifying under the enhanced support level may receive up to $25 extra per month to reduce the cost of basic telephone service, in addition to the $11.35 that is available through Florida's Lifeline Assistance.

In addition to reducing the outlay needed to establish and continue telephone service in the designated areas, the FCC also announced plans to streamline the process of receiving universal support for companies seeking to serve tribal lands as an eligible carrier, and to change its auction rules to provide greater incentives for wireless carriers to serve tribal lands.

TELEPHONE NUMBER CONSERVATION

As noted in Chapter Two, the Florida Public Service Commission has taken steps to mitigate the frustration, inconvenience and cost of repeated area code changes in Florida by implementing efficiency measures under authority granted by the FCC. The FCC adopted a notice of proposed rulemaking to address many of these issues on a national level. Noting the United States currently has 215 area codes compared with 119 in 1991, and with more than 70 of the existing codes in jeopardy of exhaustion, the FCC proposed a series of administrative and technical measures to promote better use of available resources, including:

Number Pooling

The FCC is considering allocating phone numbers in blocks of 1,000 instead of the current 10,000. The agency indicated most carriers currently use less than half of the 10,000 numbers allocated to them. The Florida Public Service Commission, as noted previously, has ordered number pooling in the 954, 904 and 561 area codes, beginning January 22, 2001, April 2, 2001, and February 5, 2001, respectively.

Incentive-based Approach

The FCC is seeking comment on whether a system where carriers pay for numbering resources would improve the efficiency with which numbers are allocated and used.

Area Code Relief

The FCC is considering a reexamination of its prohibition on service- or technology-specific area code overlays. The FCC currently prohibits, for example, the use of an area code exclusively for cellular phones, contending it creates disparities in the competitive market place in contravention of the Telecom Act of 1996.

Carrier Choice

The FCC has solicited comment on whether, instead of relying on mandatory measures to achieve certain goals, it should simply set goals and allow carriers to meet them in whatever way the company deems appropriate.

TRUTH-IN-BILLING

The FCC phase-in of "truth-in-billing" rules for common carriers concluded April 1, 2000, giving the agency what it believes will be a means to reduce telecommunications fraud such as "cramming" and "slamming." The new rules require telephone bills to be clearly organized, provide a description of charges on the bill, distinguish between charges for which non-payment will result in disconnection, and contain clear disclosure of contacts for consumer inquiries.

The FPSC adopted billing rules for telecommunications companies in January 2000. The rules require that each billing party on a telephone bill be clearly identified; eliminate consumer liability for telecommunications or information services not ordered by the customer; require every billing party to provide free blocking of 900 and 976 calls; and prohibit the disconnection of Lifeline local service if charges, taxes and fees for basic local exchange telecommunications service are paid.

APPENDIX C: MARKET TRENDS

This segment of the report focuses on emerging or existing issues the impact of which are helping to shape the competitive local telecommunications landscape. The ensuing discussion is based on information drawn from the data request sent out in preparation of this report, or on other reports or industry analyses conduct by agency staff since the 1999 report on local competition.

ADVANCED SERVICES

Section 706 of the Telecom Act requires the FCC and state commissions with regulatory authority over telecommunication services to ". . . encourage deployment on a reasonable and timely basis of advanced telecommunications capability to all Americans . . ." In an effort to gauge the deployment of advanced services in Florida, staff sent a data request to LECs and ALECs in February 2000. For the purposes of the data request, staff used the FCC's characterization of advanced telecommunications services as: "high speed, switched, broadband telecommunications capability that enables users to originate and receive high-quality voice, data, graphics and video telecommunications using any technology." (See, e.g., FCC 99-293, released October 8, 1999 in CC Docket No. 99-294)

Companies were asked specific questions about their products, targeted audiences, prices, geographic distribution of services offered, plans for future product offerings and any identifiable impediments to the deployment of advanced services in Florida.

Generally, responses indicate concentrations of service consistent with this definition exist to the greatest extent in the high-population, commercial-intensive, regions of the state. With few exceptions, if an advanced service is available in Florida, it is offered in Miami, Ft. Lauderdale, West Palm Beach, Orlando, Tampa and Jacksonville. Services in these communities include xDSL (symmetrical and

asymmetrical) in an array of configurations and speeds, frame relay, asynchronous transfer mode (ATM), and DS1 and DS3 from incumbents. Competitive carriers appear to focus their efforts on customizing xDSL configurations or offering a narrow product line, such as frame relay. In these markets, CLECs target businesses. Cable companies and ILECs responded that while some of their offerings were geared toward residential consumers, most of what they offer is aimed at businesses.

In slightly smaller cities such as Ft. Myers, Stuart, Daytona Beach or Pensacola, there are fewer choices than in the larger metropolitan areas, but some advanced services are available. Consumers in these cities are likely to have some form of xDSL available, in addition to frame relay of varying speeds and in most instances, an ISDN provider.

Services tend to be provided exclusively by ILECs in the state's smaller cities and less urban regions and as a result, choices are limited. Availability in these areas may be limited to dedicated access lines at speeds of 56 Kbps to 64 Kbps, and ISDN. This appears unlikely to change in the near term because none of the CLEC respondents indicated they plan to roll out new services to smaller markets. Additionally, smaller ILECs indicated concerns over the investment needed to provide advanced services and the uncertain demand as the basis for limited services in their territory.

Companies were asked what services they offered consumers. xDSL in its various forms appears to be widely available. ADSL in low-speed (768 Kbps downstream x 512 Kbps upstream) and high-speed (4.0 Mbps x 640 Kbps) configurations is offered by large and small ILECs. ADSL, including Rate-Adaptive DSL (RADSL), is offered by CLECs at speeds of up to 7.1 Mbps x 1.5 Mbps. Symmetrical DSL (SDSL) is available from large ILECs and select CLECs. At least one CLEC offers SDSL at speeds of up to 1.5 Mbps x 1.5 Mbps. CLECs are also offering High-Bit DSL (HDSL) at these same speeds. In addition, at least one CLEC indicated it offers ISDN DSL (IDSL). Frame relay is available from large ILECs at speeds ranging from 56 Kbps to 44.210 Mbps, and from CLECs at speeds of up to 10 Mbps.

ISDN service, both Basic Rate Interface (BRI) and Primary Rate Interface (PRI), is offered by all but one of the ILECs and by a number of CLECs, one of which markets this service exclusively. It appears from the responses that the availability of T-1, DS1 and DS3 appears to be evenly distributed between ILECs and CLECs. Only one respondent (Verizon) said it offers SONET.

Companies were asked to describe the target audience for their products. Overwhelmingly, responses show businesses are the intended consumers of the bulk of these services. It appears that Internet Service Providers (ISPs), commercial ventures large and small, other CLECs, governmental entities and higher education institutions appear to be the primary buyers of advanced services at this time. Among respondents, only cable companies identified residential consumers as a market focal point.

The FCC, in separate reports released in August 2000 ("Deployment of Advanced Telecommunications Capability: Second Report") and October 2000 ("High-Speed Services for Internet Access: Subscribership as of June 30, 2000"), found that subscribership to high-speed services had increased from 1.8 million residences and small businesses at the end of 1999 to 3.1 million by June 30, 2000.

The FCC's findings on the distribution of high-speed services are consistent with those found by FPSC staff. The FCC found "High population density has a positive correlation with reports that high-speed subscribers are present and low population density has a negative correlation."

WIRELESS: SUPPLEMENT OR SUBSTITUTE?

Wireless phone service was first offered to the general public in 1983 and within two years had slightly more than 90,000 subscribers nationally. According to the Cellular Telecommunications Industry Association's (CTIA) semi-annual survey, the number of subscribers exceeded 86 million by December 1999 and is projected to be

more than 100 million currently. By comparison, 78.4 million of the nation's households had telephones in 1983, according to the FCC, and 98 million households reported having a telephone in 1999.

The increased use of wireless communication devices raises a question of whether wireless may ultimately provide direct competition with traditional wireline phones. Insufficient data exist to support substantive conclusions about the extent to which wireless service exists as a replacement for traditional wireline versus an adjunct to traditional wireline service. Anecdotal evidence in the form of industry literature and occasional press accounts suggests that within certain urban areas, some consumers have gone exclusively to wireless service. Examples exist of wireless service providing competition for wireline services in rural areas and actually driving down the price of telecommunications service provided by the ILEC.

In its annual report on the wireless industry, (Annual Report and Analysis of Competitive Market Conditions with Respect to Commercial Mobile Services, August 18, 2000) the FCC cited U.S. Department of Labor statistics showing the price of mobile telephone service declining 11.3 percent between January 1999 and January 2000. The decrease in the cost of mobile telephone service is significant not only because it indicates competition within the industry is resulting in lower prices but also because a decrease in the cost of service may mitigate the issue consumer surveys consistently show as an impediment to wireless service: price.

Currently the price for wireless service is higher on average than for wireline. In a report by this agency in August 1999, ("The Future of Wireline and Wireless Telecommunications in Florida") cellular calling plans in three Florida markets were evaluated. In those markets -- Miami, Tampa and Tallahassee -- basic wireless calling plans averaged more than twice as much per month as basic local service from the state's three major LECs. Higher price is offset, however, by the larger calling scope offered by wireless providers. Once subscribed to a carrier, a wireless user in Florida enjoys a substantially larger local calling area than a wireline user. For example, one

company surveyed by this agency in 1999 offers its customers local calling from Miami to Naples while another offers the same service between Tallahassee and Gainesville. In both of these examples, wireline customers would incur long distance charges.

The FCC data show 88 percent of the total population of the United States have three or more different operators (cellular, broadband PCS, or Nextel) offering mobile telephone service in the counties in which they live. In Florida, according to FCC data, only one of the state's 67 counties has fewer than three operators, with some having up to six.

As the wireless footprint continues to expand along with its customer base and decreases in price to the consumer, the potential for mobile telephone service to compete directly with wireline service cannot be discounted.

VKW-5
CLECS WITH OVER 10 LINES
IN BELLSOUTH FLORIDA TERRITORY
METHOD ONE

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CLECs with Over 10 Lines in BellSouth FLORIDA Area METHOD ONE

Exhibit VW - 5
Redacted for
Public Inspection

	FLORIDA FEBRUARY, 2001	Resold Lines		Estimated Facilities-based Lines			Total Local Lines
	Facilities-Based: Method 1	RES	BUS	RES	BUS	TOTAL	
				======== METHOD ONE ======			
1	2ND CENTURY COMMUNICATIONS						
2	ACCESS INTEGRATED NETWORKS						
3	ACTEL INTEGRATED COMMUN						
4	ADELPHIA BUSINESS SOLUTIONS - FLA						
5	ALLEGIANCE TELECOM						
6	ALLTEL COMMUNICATIONS						
7	AT&T COMMUNICATIONS						
8	BROADRIVER COMM (**PurePacket**)						
9	BROADSLATE NETWORKS						
10	BUSINESS TELECOM INC. (BTI)						
11	COVAD COMM (incl **BLUESTAR**)						
12	CRG INTERN'L dba **NETWORK ONE**						
13	DAYTONA TELEPHONE						
14	DSLNET COMM						
15	E SPIRE COMM. **(ACSI)**						
16	ESSEX COMMUNICATIONS (eLEC dba)						
17	FLORIDA DIGITAL NETWORK						
18	GLOBAL CROSSING TEL (FRONTIER)						
19	GLOBAL NAPS						
20	GOLDEN HARBOR-FL (dba Hometown Tel.)						
21	**ICG** COMMUNICATIONS (Intelcom)						
22	IDS TELECOM						
23	INTERLOOP INC						
24	INTERMEDIA COMM. **(ICI)**						
25	ITC^**DELTACOM**						
26	KMC TELECOM INC.						
27	KNOLOGY						
28	LECSTAR (EMPIRE TELECOM SVCs)						
29	LEVEL 3 COMMUNICATIONS						
30	MCI METRO ATS (incl WTI, MFS)						
31	MEDIAONE FLORIDA TELECOM						
32	Mpower (MGC COMM.)						
33	NETWORK PLUS						
34	NETWORK TELEPHONE (incl. LightNetworks)						
35	NEW EDGE						
36	NEWSOUTH COMM (incl. UniversalCom)						
37	NEXTLINK FLORIDA (**XO COMM**)						
38	NORTH AMERICAN TELECOM						
39	NORTHPOINT COMMUNICATIONS						
40	ORLANDO TELEPHONE						
41	PAETEC COMMUNICATIONS						
42	POINTE COMM. INC						
43	PRISM COMMUNICATION						
44	RHYTHMS (**ACI**)						
45	SBC TELECOM INC						
46	SPRINT COMMUNICATIONS						
47	THE OTHER PHONE(aka **AccessOne.Talk.com**)						
48	TELEPHONE CO OF CENTRAL FL						
49	TELEPORT COMM **(TCG)**						
50	TELIGENT SERVICES						
51	TIME WARNER CONNECT FLA						
52	TRIVERGENT (NUVOX) (State Comm.)						
53	URBAN MEDIA LONG DISTANCE						
54	US LEC OF FLA						
55	WINSTAR TELECOM						
56	Z-TEL COMM						
	METHOD 1: Facilities-Based CLECs	**19,322**	**83,088**	**128,627**	**514,814**	**643,441**	**745,851**

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CLECs with Over 10 Lines in BellSouth FLORIDA Area METHOD ONE

Exhibit VW - 5
Redacted for
Public Inspection

	FLORIDA FEBRUARY, 2001 Status	Resold Lines		Estimated Facilities-based Lines			Total Local Lines
	Resale Only [40 + Lines]	RES	BUS	RES	BUS	TOTAL	
1	1-800 RECONEX, INC						
2	A 1 MOBILE TECH						
3	ACCESS POINT, INC						
4	ADVANCED CELLULAR						
5	ALTERNATIVE ACCESS TEL COMM						
6	ALTERNATIVE PHONE						
7	AMERICAN DIAL TONE (GANOCO dba)						
8	AMERICAN FIBER NETWORK (AFN)						
9	AMERIMEX COMM						
10	ANNOX, INC						
11	APPLIANCE&TV RENTALS (FONES-4-U)						
12	ARROW COMMUNICATIONS						
13	ATLANTIC TELECOMM SYSTEMS						
14	BROADBAND OFFICE COMMUN						
15	BUDGET PHONE, INC						
16	BUDGETEL SYSTEMS						
17	CAT COMMUN INT'L (CCI)						
18	CHOCTAW TELECOM., INC.						
19	COMM SOUTH Cos						
20	DELAND ACTEL						
21	DIRECT-TEL INC						
22	DPI-TELECONNECT						
23	EAST FLORIDA COMMUNICATIONS						
24	EASY TELEPHONE SERVICES						
25	ERNEST COMMUNICATIONS						
26	EXCELINK COMMUNICATIONS						
27	EXPRESS PHONE (EXPRESS TITLE dba)						
28	EZ TALK COMMUNICATIONS						
29	FAIRPOINT COMM SOLUTIONS						
30	FLORIDA TELEPHONE (dba FLATEL)						
31	FLORIDA TELEPHONE SERVICES						
32	FUSION TELECOM (INTERCONTIN. COM)						
33	GTE CARD SERVICES						
34	GULF COAST COMM. (fka Coral Bay Fin.)						
35	HART COMM (HTR&L ENTERPRIS. dba)						
36	INTEGRA PAGING (BURNO dba)						
37	INTERLINK TELECOMMUNICATIONS						
38	INTERNATIONAL TELE GROUP						
39	INTETECH						
40	LCI INTERNATIONAL (Qwest)						
41	LOCAL LINE AMERICA						
42	MAX - TEL COMMUNICATIONS						
43	MET COMMUNICATIONS						
44	MICROSUN TELECOMMUNICATIONS						
45	MY-TEL INC						
46	NAVIGATOR TELECOMM., LLC						
47	NEW PHONE (Image Access dba)						
48	NORCOM						

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CLECs with Over 10 Lines in BellSouth FLORIDA Area METHOD ONE

Exhibit VW - 5
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	FLORIDA FEBRUARY, 2001 Status	Resold Lines		Estimated Facilities-based Lines			Total Local Lines
	Resale Only [40 + Lines]	RES	BUS	RES	BUS	TOTAL	
49	NOW COMMUN. (incl Tel-Link,Talk Solutions)						
50	ONE POINT						
51	PREFERRED CARRIER SERVICES						
52	SANDHILL TELECOM GROUP						
53	SO TELEMANAGEMENT GROUP						
54	SOURCE ONE COMMUNICATIONS						
55	SOUTHERN RECONNECT INC						
56	SUN-TEL USA						
57	SUPRA TELECOM & INFO SYSTEMS						
58	TELE CONEX						
59	TELEBEEPER INC						
60	THE MOBILE PHONE CO.						
61	TRISTAR COMMUNICATIONS						
62	UNICOM COMMUNICA. (former UNIQUE)						
63	UNITED STATES TELECOM						
64	UNIVERSAL TELECOM INC						
65	US LONG DISTANCE						
66	USA TELECOM (INT'L DESIGN GRP dba)						
67	USA TELEPHONE INC						
	RESALE-ONLY TOTALS	**72,731**	**16,822**	-	-	-	**89,553**

FLORIDA - BELLSOUTH AREA FEBRUARY, 2001 Status	Resold Lines		Estimated Facilities-based Lines			Total Local Lines
	RES	BUS	RES	BUS	TOTAL	
TOTAL CLEC LINES in Florida BellSouth Area [CLECs with 40 or more lines]	**92,053**	**99,910**	**128,627**	**514,814**	**643,441**	**835,404**

===== METHOD ONE =======

Total Resold -->	191,963

CLECs Over 40 Lines - FEB., 2001	**123**
FACILITIES-BASED CLECs ------>	**56**
RESALE ONLY CLECs ---------->	**67**

METHOD ONE

===== METHOD ONE =======

CLEC Line Share Estimate = **835,404**

February, 2001 835,404 + 6,580,806

= **11.3%**
METHOD ONE

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VKW-6
CLECS WITH OVER 10 LINES
IN BELLSOUTH FLORIDA TERRITORY
METHOD TWO

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CLECs with Over 10 Lines in BellSouth FLORIDA Area METHOD TWO

Exhibit VW - 6
Redacted for
Public Inspection

	FLORIDA FEBRUARY, 2001	Resold Lines		------- Estimated --------- Facilities-based Lines			Total Local Lines
	Facilities-Based: Method 2	RES	BUS	RES	BUS	TOTAL	
				======== METHOD TWO =======			
1	2ND CENTURY COMMUNICATIONS						
2	ACCESS INTEGRATED NETWORKS						
3	ACTEL INTEGRATED COMMUN						
4	ADELPHIA BUSINESS SOLUTIONS - FLA						
5	ALLEGIANCE TELECOM						
6	ALLTEL COMMUNICATIONS						
7	AT&T COMMUNICATIONS						
8	BROADRIVER COMM (**PurePacket**)						
9	BUSINESS TELECOM INC (BTI)						
10	CRG INTERN'L dba **NETWORK ONE**						
11	DAYTONA TELEPHONE						
12	E SPIRE COMM **(ACSI)**						
13	ESSEX COMMUNICATIONS (eLEC dba)						
14	FLORIDA DIGITAL NETWORK						
15	GLOBAL CROSSING TEL (FRONTIER)						
16	**ICG** COMMUNICATIONS (Intelcom)						
17	IDS TELECOM						
18	INTERLOOP INC						
19	INTERMEDIA COMM **(ICI)**						
20	ITC^**DELTACOM**						
21	KMC TELECOM INC						
22	KNOLOGY						
23	LECSTAR (EMPIRE TELECOM SVCs)						
24	MCI METRO ATS (incl WTI, MFS)						
25	MEDIAONE FLORIDA TELECOM						
26	Mpower (MGC COMM.)						
27	NETWORK PLUS						
28	NETWORK TELEPHONE (incl LightNetworks)						
29	NEWSOUTH COMM (incl UniversalCom)						
30	NEXTLINK FLORIDA **(XO COMM)**						
31	NORTH AMERICAN TELECOM						
32	ORLANDO TELEPHONE						
33	PAETEC COMMUNICATIONS						
34	POINTE COMM INC						
35	SBC TELECOM INC						
36	SPRINT COMMUNICATIONS						
37	TELEPHONE CO OF CENTRAL FL						
38	TELEPORT COMM **(TCG)**						
39	TELIGENT SERVICES						
40	THE OTHER PHONE(aka **AccessOne,Talk.com**)						
41	TIME WARNER CONNECT FLA						
42	TRIVERGENT (NUVOX) (State Comm.)						
43	US LEC OF FLA						
44	WINSTAR TELECOM						
45	Z-TEL COMM						
METHOD 2: Lines based on E911 + UNE-P		**19,322**	**83,085**	**128,629**	**397,589**	**526,218**	**628,625**

	OTHER FACILITIES-BASED CLECs				**Lines below based on Method One**		
1	BROADSLATE NETWORKS						
2	COVAD COMM (incl **BLUESTAR**)						
3	DSLNET COMM						
4	GLOBAL NAPS						
5	GOLDEN HARBOR-FL (dba Hometown Tel)						
6	LEVEL 3 COMMUNICATIONS						
7	NEW EDGE						
8	NORTHPOINT COMMUNICATIONS						
9	PRISM COMMUNICATION						
10	RHYTHMS (ACI)						
11	URBAN MEDIA LONG DISTANCE						
SUBTOTAL: CLECs with no E911 , no UNE-Ps		**-**	**3**	**-**	**43,231**	**43,231**	**43,234**

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CLECs with Over 10 Lines in BellSouth FLORIDA Area METHOD TWO

Exhibit VW - 6
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	FLORIDA FEBRUARY, 2001 Status	Resold Lines		Estimated Facilities-based Lines			Total Local Lines
	Resale Only [40 + Lines]	RES	BUS	RES	BUS	TOTAL	
1	1-800 RECONEX INC						
2	A 1 MOBILE TECH						
3	ACCESS POINT INC						
4	ADVANCED CELLULAR						
5	ALTERNATIVE ACCESS TEL COMM						
6	ALTERNATIVE PHONE						
7	AMERICAN DIAL TONE (**GANOCO** dba)						
8	AMERICAN FIBER NETWORK (**AFN**)						
9	AMERIMEX COMM						
10	ANNOX INC						
11	APPLIANCE&TV RENTALS (**FONES-4-U**)						
12	ARROW COMMUNICATIONS						
13	ATLANTIC TELECOMM SYSTEMS						
14	BROADBAND OFFICE COMMUN						
15	BUDGET PHONE, INC						
16	BUDGETEL SYSTEMS						
17	CAT COMMUN INT'L (CCI)						
18	CHOCTAW TELECOM., INC						
19	COMM SOUTH Cos						
20	DELAND ACTEL						
21	DIRECT-TEL INC						
22	DPI-TELECONNECT						
23	EAST FLORIDA COMMUNICATIONS						
24	EASY TELEPHONE SERVICES						
25	ERNEST COMMUNICATIONS						
26	EXCELINK COMMUNICATIONS						
27	EXPRESS PHONE (EXPRESS TITLE dba)						
28	EZ TALK COMMUNICATIONS						
29	FAIRPOINT COMM SOLUTIONS						
30	FLORIDA TELEPHONE (dba FLATEL)						
31	FLORIDA TELEPHONE SERVICES						
32	FUSION TELECOM (INTERCONTIN COM)						
33	GTE CARD SERVICES						
34	GULF COAST COMM (fka Coral Bay Fin.)						
35	HART COMM (HTR&L ENTERPRIS dba)						
36	INTEGRA PAGING (BURNO dba)						
37	INTERLINK TELECOMMUNICATIONS						
38	INTERNATIONAL TELE GROUP						
39	INTETECH						
40	LCI INTERNATIONAL (Qwest)						
41	LOCAL LINE AMERICA						
42	MAX - TEL COMMUNICATIONS						
43	MET COMMUNICATIONS						
44	MICROSUN TELECOMMUNICATIONS						
45	MY-TEL INC						
46	NAVIGATOR TELECOMM LLC						
47	NEW PHONE (Image Access dba)						
48	NORCOM						

CLECs with Over 10 Lines in BellSouth FLORIDA Area METHOD TWO

	FLORIDA FEBRUARY, 2001 Status	Resold Lines		Estimated Facilities-based Lines			Total Local Lines
	Resale Only [40 + Lines]	RES	BUS	RES	BUS	TOTAL	
49	NOW COMMUN (incl Tel-Link,Talk Solutions)						
50	ONE POINT						
51	PREFERRED CARRIER SERVICES						
52	SANDHILL TELECOM GROUP						
53	SO TELEMANAGEMENT GROUP						
54	SOURCE ONE COMMUNICATIONS						
55	SOUTHERN RECONNECT INC						
56	SUN-TEL USA						
57	SUPRA TELECOM & INFO SYSTEMS						
58	TELE CONEX						
59	TELEBEEPER INC						
60	THE MOBILE PHONE CO						
61	TRISTAR COMMUNICATIONS						
62	UNICOM COMMUNICA (former UNIQUE)						
63	UNITED STATES TELECOM						
64	UNIVERSAL TELECOM INC						
65	US LONG DISTANCE						
66	USA TELECOM (INT'L DESIGN GRP dba)						
67	USA TELEPHONE INC						
	RESALE-ONLY TOTALS	72,731	16,822	-	-	-	89,553

FLORIDA FEBRUARY, 2001 Status	Resold Lines		Estimated Facilities-based Lines			Total Local Lines
	RES	BUS	RES	BUS	TOTAL	
TOTAL CLEC LINES in Florida BellSouth Area [CLECs with 40 or more lines]	92,053	99,907	128,629	397,589	526,218	718,178

=== METHOD TWO: E911 + UNE-Ps ===

Total Resold -->	191,960

CLECs Over 40 Lines - FEB., 2001	112
FACILITIES-BASED CLECs ------>	45
RESALE ONLY CLECs ---------->	67

METHOD TWO

=== METHOD TWO: E911 + UNE-Ps ===

CLEC Line Share Estimate = 718,178 / February, 2001 718,178 + 6,580,806

= 9.8%

METHOD TWO

VKW-7
ESTIMATION OF FACILITY-BASED CLEC LINES IN BELLSOUTH FLORIDA AREA METHOD ONE

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Estimation of Facilities-Based CLEC Lines in BellSouth FLORIDA Area METHOD ONE

Exhibit VW - 7
Redacted for
Public Inspection

	FLORIDA FEBRUARY, 2001	-------- Estimated --------- Facilities-based Lines			911 Listings		Unbundled Network Elements			IC Trunks
							Loops	UNE Platform		
	Facilities-Based: Method 1	RES	BUS	TOTAL	RES	BUS	TOTAL	RES	BUS	TOTAL
		---------- FACILITIES-BASED CATEGORIES ----------								
1	2ND CENTURY COMMUNICATIONS									
2	ACCESS INTEGRATED NETWORKS									
3	ACTEL INTEGRATED COMMUN.									
4	ADELPHIA BUSINESS SOLUTIONS - FLA									
5	ALLEGIANCE TELECOM									
6	ALLTEL COMMUNICATIONS									
7	AT&T COMMUNICATIONS									
8	BROADRIVER COMM (**PurePacket**)									
9	BROADSLATE NETWORKS									
10	BUSINESS TELECOM INC. (BTI)									
11	COVAD COMM (incl **BLUESTAR**)									
12	CRG INTERN'L dba **NETWORK ONE**									
13	DAYTONA TELEPHONE									
14	DSLNET COMM									
15	E.SPIRE COMM. (**ACSI**)									
16	ESSEX COMMUNICATIONS (eLEC dba)									
17	FLORIDA DIGITAL NETWORK									
18	GLOBAL CROSSING TEL (FRONTIER)									
19	GLOBAL NAPS									
20	GOLDEN HARBOR-FL (dba Hometown Tel.)									
21	**ICG** COMMUNICATIONS (Intelcom)									
22	IDS TELECOM									
23	INTERLOOP INC									
24	INTERMEDIA COMM. (**ICI**)									
25	ITC^**DELTACOM**									
26	KMC TELECOM INC.									
27	KNOLOGY									
28	LECSTAR (EMPIRE TELECOM SVCs)									
29	LEVEL 3 COMMUNICATIONS									
30	MCI METRO ATS (incl WTI, MFS)									
31	MEDIAONE FLORIDA TELECOM									
32	Mpower (MGC COMM.)									

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Estimation of Facilities-Based CLEC Lines
in BellSouth FLORIDA Area
METHOD ONE

Exhibit VW - 7
Redacted for
Public Inspection

	FLORIDA FEBRUARY, 2001 Facilities-Based: Method 1	-------- Estimated --------- Facilities-based Lines			911 Listings		Unbundled Network Elements			I C Trunks
							Loops	UNE Platform		
		RES	BUS	TOTAL	RES	BUS	TOTAL	RES	BUS	TOTAL
		---------- FACILITIES-BASED CATEGORIES ----------								
33	NETWORK PLUS									
34	NETWORK TELEPHONE (incl. LightNetworks)									
35	NEW EDGE									
36	NEWSOUTH COMM (incl. UniversalCom)									
37	NEXTLINK FLORIDA (**XO COMM**)									
38	NORTH AMERICAN TELECOM									
39	NORTHPOINT COMMUNICATIONS									
40	ORLANDO TELEPHONE									
41	PAETEC COMMUNICATIONS									
42	POINTE COMM INC									
43	PRISM COMMUNICATION									
44	RHYTHMS (**ACI**)									
45	SBC TELECOM INC									
46	SPRINT COMMUNICATIONS									
47	THE OTHER PHONE(aka **AccessOne,Talk.com**)									
48	TELEPHONE CO OF CENTRAL FL									
49	TELEPORT COMM **(TCG)**									
50	TELIGENT SERVICES									
51	TIME WARNER CONNECT FLA									
52	TRIVERGENT (NUVOX) (State Comm.)									
53	URBAN MEDIA LONG DISTANCE									
54	US LEC OF FLA									
55	WINSTAR TELECOM									
56	Z-TEL COMM									
	METHOD ONE: Facilities-Based Lines	**128,627**	**514,814**	**643,441**	**115,695**	**354,491**	**106,619**	**12,934**	**43,098**	**358,392**

NOTE:
BOLD NUMBER(s) ABOVE ARE THE BASIS FOR THE **TOTAL LINES** ESTIMATE

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VKW-8
ESTIMATION OF FACILITY-BASED CLEC LINES IN BELLSOUTH FLORIDA AREA METHOD TWO

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Estimation of Facilities-Based CLEC Lines
BellSouth FLORIDA Area
METHOD TWO

Exhibit VW - 8
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FLORIDA FEBRUARY, 2001 **Method 2: E911 + UNE-P**		Estimated Facilities-based Lines			911 Listings		UNE Platform	
		RES	BUS	TOTAL	RES	BUS	RES	BUS
					--- Facilities-based Line Categories ---			
1	2ND CENTURY COMMUNICATIONS							
2	ACCESS INTEGRATED NETWORKS							
3	ACTEL INTEGRATED COMMUN.							
4	ADELPHIA BUSINESS SOLUTIONS - FLA							
5	ALLEGIANCE TELECOM							
6	ALLTEL COMMUNICATIONS							
7	AT&T COMMUNICATIONS							
8	BROADRIVER COMM (**PurePacket**)							
9	BUSINESS TELECOM INC. (BTI)							
10	CRG INTERN'L dba **NETWORK ONE**							
11	DAYTONA TELEPHONE							
12	E.SPIRE COMM. **(ACSI)**							
13	ESSEX COMMUNICATIONS (eLEC dba)							
14	FLORIDA DIGITAL NETWORK							
15	GLOBAL CROSSING TEL (FRONTIER)							
16	**ICG** COMMUNICATIONS (Intelcom)							
17	IDS TELECOM							
18	INTERLOOP INC							
19	INTERMEDIA COMM. **(ICI)**							
20	ITC^**DELTACOM**							
21	KMC TELECOM INC.							
22	KNOLOGY							
23	LECSTAR (EMPIRE TELECOM SVCs)							
24	MCI METRO ATS (incl WTI, MFS)							
25	MEDIAONE FLORIDA TELECOM							
26	Mpower (MGC COMM.)							
27	NETWORK PLUS							
28	NETWORK TELEPHONE (incl. LightNetworks)							
29	NEWSOUTH COMM (incl. UniversalCom)							
30	NEXTLINK FLORIDA (**XO COMM**)							
31	NORTH AMERICAN TELECOM							
32	ORLANDO TELEPHONE							

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Estimation of Facilities-Based CLEC Lines
BellSouth FLORIDA Area
METHOD TWO

Exhibit ...-8
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Public Inspection

FLORIDA FEBRUARY, 2001		-------- Estimated -------- Facilities-based Lines			911 Listings		UNE Platform	
Method 2: E911 + UNE-P		RES	BUS	TOTAL	RES	BUS	RES	BUS
					--- Facilities-based Line Categories ---			
33	PAETEC COMMUNICATIONS							
34	POINTE COMM INC							
35	SBC TELECOM INC							
36	SPRINT COMMUNICATIONS							
37	TELEPHONE CO OF CENTRAL FL							
38	TELEPORT COMM (TCG)							
39	TELIGENT SERVICES							
40	THE OTHER PHONE(aka AccessOne,Talk.com)							
41	TIME WARNER CONNECT FLA							
42	TRIVERGENT (NUVOX) (State Comm.)							
43	US LEC OF FLA							
44	WINSTAR TELECOM							
45	Z-TEL COMM							
METHOD 2: Lines based on E911 + UNE-P		**128,629**	**397,589**	**526,218**	**115,695**	**354,491**	**12,934**	**43,098**

OTHER FACILITIES-BASED CLECs		Lines below based on Method One		911 Listings		UNE Platform	
				RES	BUS	RES	BUS
1	BROADSLATE NETWORKS						
2	COVAD COMM (incl BLUESTAR)						
3	DSLNET COMM						
4	GLOBAL NAPS						
5	GOLDEN HARBOR-FL (dba Hometown Tel.)						
6	LEVEL 3 COMMUNICATIONS						
7	NEW EDGE						
8	NORTHPOINT COMMUNICATIONS						
9	PRISM COMMUNICATION						
10	RHYTHMS (ACI)						
11	URBAN MEDIA LONG DISTANCE						
	CLECs with no E911 , no UNE-Ps	-	**43,231**	**43,231**	-	-	-	-

"-" = NO DATA

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VKW-9
FACILITY-BASED LINE ESTIMATE METHODOLOGY

Facilities-Based Line Estimate Methodology

1. EXHIBITS

Exhibit VW-5 presents the total CLEC lines and incorporates the estimate of facilities-based lines using Method One. The totals from Exhibit VW-5 are displayed in Table 1 of the affidavit. The derivation of the facilities-based lines estimate under Method One is presented in Exhibit VW-7. Exhibit VW-6 presents an even more conservative view of total CLEC lines and incorporates the estimate of facilities-based lines using Method Two. The totals from Exhibit VW-6 are displayed in Table 2 of the affidavit. The derivation of the facilities-based lines estimate under Method Two is presented in Exhibit VW-8. Method Two considers only CLECs' E911 listings and UNE-Ps for the facilities-based lines estimate. Lines for fewer facilities-based CLECs result under Method Two because by definition it excludes the full dataset considered in Method One, specifically UNE loops and IC trunks. Resale lines, if any, for facilities-based CLECs are included on the VW-5 and VW-6 Exhibits. Resale lines for all resale-only CLECs appear on the second page of Exhibits VW-5 and VW-6.

2. DATA CATEGORIES

BellSouth's information systems and an extract from the E911 database contractor provide data that BellSouth uses to identify CLECs' lines served, including those served on a facilities basis.[1] BellSouth's billing systems provide an inventory of residential and business resale lines. Data that BellSouth uses in its estimates of facilities-based lines

[1] In the normal course of business, these data are collected and maintained in operational databases. Extracts are made from these databases for this affidavit and its exhibits i.e., Collocation: Collocation Access Database; E911 listings: SCC Database; Interconnection Trunks/UNE-Loops/Resale: Interexchange Carrier Analysis Information

include CLECs' E911 listings, UNE loops, UNE-Ps, and local interconnection trunks. For each of these data categories a complete listing, covering all CLECs in BellSouth's service area in the state, was collected. The categories that indicate facilities-based lines correspond to those presented in other applications to provide in-region, interLATA services.[2] Each of these categories is discussed separately later in this exhibit. If data were available that indicated a CLEC was using facilities-based lines in the study-month, that CLEC and all of its corresponding data were entered into Exhibit VW-7 (and VW-8) so that all the information could be considered in estimating each CLEC's facilities-based lines. As previously indicated, because CLECs differ in how they structure their facilities, each CLEC does not have data populated in every category. For example, CLECs specializing in DSL for dedicated 24/7 high-speed Internet access do not interconnect those lines to the switched voice network. Thus CLECs, such as Covad (BlueStar) and DSLnet, show quantities of UNE loops but have no interconnection trunks and no E911 listings. Method One considers all of each CLEC's data available, which is segregated into three categories. The first data category is residence and business E911 listings. The second category includes UNE loops and residence and business UNE-Ps. The third category consists of only total local interconnection trunks. As stated previously, BellSouth first estimates each CLEC's total facilities-based lines based on one of these three categories. Under Method One BellSouth does not add data across categories to estimate a CLEC's total facilities-based lines. Exhibit VW-7 displays these three data categories and highlights the particular category used for

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System Database; UNE-P: Integrated Customer Database of the Strategic Information Warehouse that holds data from the Customer Records Information System Database.

[2] See Fn. 18 of this Affidavit. See also Attachment A, Exhibit 1 – Declaration of William E. Taylor, Application of New York Telephone Company for Authorization to Provide In-Region, InterLATA Services in New York

each CLEC's estimate. Method Two is even more conservative in that it bases the facilities-based line estimate only on the sum of each CLEC's E911 listings and/or UNE-Ps.

3. **RESIDENCE AND BUSINESS LINE ESTIMATES**

Under Method One (Exhibit VW-7), BellSouth first selects from one of three categories for its estimate of each CLEC's total facilities-based lines. If the data category selected already separates residential and business lines, those counts are used. Data categories that already identify residence and business separately are E911 listings and UNE-Ps. If a category is selected to estimate lines that does not already segregate residential lines from business lines, the available evidence on each CLEC's residential line count from other categories is used to estimate the residential lines. For example, when local interconnection trunks are selected to estimate a CLEC's total lines, BellSouth then considers evidence from that CLEC's residential E911 listings and/or residential UNE-Ps, if any. If this other information shows some residential lines for the CLEC, those lines are entered as residential class in Exhibits VW-7 (and VW-8). However, the total for the facilities-based lines estimate determined in the first step is not increased, i.e., total lines estimate minus residential lines results in the balance as business lines. Because CLECs' business strategies more frequently emphasize business customers, lines are displayed as business class absent specific data on the number of a CLEC's residential lines.

4. **FACILITIES-BASED LINES ESTIMATE IS CONSERVATIVE**

BellSouth prepared line estimates using a conservative approach that identified facilities-based lines for 56 CLECs operating in its area in Florida in February 2001. For each CLEC, BellSouth considered the quantity shown for all of the categories available. However, no individual category of facilities-based lines available to BellSouth is ideal. For example,

even though CLECs themselves provide and update E911 listings when their switch provides dial-tone, the E911 database does not account for all lines. For example, customer service centers with in-dial only service are not listed. The E911 listings also understate total lines for business customers that have, for example, a PBX customer that lists only a few main numbers at a location. Accordingly and when available, it is reasonable to consider not just the E911 listings but the other categories, such as the quantity of each carrier's local interconnection trunks. Even when BellSouth relies on interconnection trunks for a CLEC's line estimate, however, an extremely conservative 1:1 line-to-trunk ratio is applied in deriving the estimates under Method One in Exhibit VW-7. That ratio very likely understates the number of lines served on a facilities-basis. Other approved applications for interLATA relief have supported a higher line-to-trunk ratio.[3] Exhibit VW-7 highlights the specific category that BellSouth used for its estimate of each CLEC's total of facilities-based lines under Method One. Facilities-based lines estimates under Method Two are even more conservative in that it considers only E911 listings and/or UNE-Ps for each CLEC. This Method excludes DSL service providers who use BellSouth's UNE loops but have neither E911 listings nor UNE-Ps. Estimates for 45 CLECs can be determined on the Method Two basis, 11 less than under Method One. *See* Exhibit VW-8 for Method Two derivations.

FACILITIES-BASED LINE CATEGORIES

5. E911 LISTINGS

ILECs and CLECs in Florida are required to provide access to emergency services. SCC is the contractor that manages the E911 customer listing database for BellSouth. SCC

[3] *Joint Affidavit of J. Gary Smith and Mark Johnson, Application of SBC Communications, Inc. for Provision of In-*

manages the data that allows the routing and delivery of 9-1-1 calls to the appropriate answering point along with information about the caller's locations. Since February 2000, for regulatory purposes associated with its 271 application process, BellSouth has obtained a monthly summary of the total number of each CLEC's E911 listing for each of BellSouth's service areas. CLECs' provide and maintain the E911 listing to SCC's database for the customer lines served off their switches. BellSouth maintains E911 listings for CLEC resale lines and UNE-platforms because BellSouth provides switching in those cases. In this affidavit, a CLEC's E911 listing is used to indicate a CLEC facilities-based line. This corresponds to the practice that other successful applicants for 271 approval have adopted. Beginning with February 2001 data, the E911 counts that BellSouth receives segregate residence from business lines. As of February 2001, CLECs in Florida had over 470,000 E911 listings in BellSouth's area. CLECs' E911 listings are shown in Exhibit VW-7 and VW-8.

6. **UNBUNDLED NETWORK ELEMENT PLATFORM ("UNE-P")**

The number of UNE-Ps purchased by competitors provides further evidence of facilities-based local competition in Florida. As of February 2001, BellSouth was providing CLECs in Florida with over 56,000 UNE-Ps. UNE-Ps by CLEC are shown in Exhibit VW-7 and VW-8.

7. **UNBUNDLED NETWORK ELEMENT LOOPS ("UNE LOOPs")**

The number of UNE Loops that CLECs are using to provide "last mile" connections to end-users is an important indicator of CLEC facilities-based service. BellSouth's UNE loops are not differentiated in the database in regards to residence or business class of service. In cases when UNE loops are included to estimate a CLEC's total of facilities-based lines,

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Region, InterLATA Services in Kansas and Oklahoma, Paras. 26 and 28, Tables 2 and 3 at pp. 6-7.

BellSouth considers any evidence available for that CLEC, such as its residence E911 listings, to apportion the UNE loops. As of February 2001, BellSouth was providing CLECs in Florida with more than 106,000 UNE loops. UNE loops by CLEC are displayed in Exhibit VW-7. The UNE loops shown include xDSL loops, which are addressed in greater detail in the testimony of Wiley G. Latham in this proceeding.

8. **LOCAL INTERCONNECTION TRUNKS**

Local interconnection trunks enable calls from the ILEC's network to be transported to customers served by the CLEC's network, and vice versa. These trunks connect an ILEC switch to a CLEC switch and provide the interoffice connection function between the two telephone networks. The number of local interconnection trunks connecting BellSouth's network to CLEC networks is another indicator to use in estimating the number of facilities-based lines that a CLEC serves. As of February 2001, over 358,000 local interconnection trunks, on a DS0 equivalent basis, were in service between BellSouth's network and the networks of 43 facilities-based CLECs. IC trunks are selected in slightly over forty percent of the cases as the basis for a CLEC's facilities-based lines under Method One. However, if IC trunks are used, they are counted conservatively on a 1- to-1 line to trunk basis. IC trunks by CLEC are shown on Exhibit VW-7.

9. **COLLOCATION EXHIBITS**

Confidential Exhibit VW-10 displays 136 BellSouth wire centers with collocations completed as of March 2001. Collocations completed, either physical or virtual, total 1,640 over these wire centers. Table 4 of this affidavit summarizes the number of CLECs' collocations that enable CLECs to address BellSouth residence and business lines and their percentages of total lines. Exhibit VW-10 provides the supporting data that were

summarized in Table 4 of this affidavit. The substantial number of BellSouth's residence and business local access lines that CLEC collocations can address is a powerful indicator that facilities-based competition is established broadly within BellSouth's area in Florida.

VKW-10
CLEC COMPLETED COLLOCATIONS

CONFIDENTIAL
CLEC CPNI
INFORMATION

CLEC COMPLETED COLLOCATIONS
BellSouth FLORIDA Area
MARCH 2001

Exhibit VW - 10
Redacted for
Public Inspection

	WIRECENTER NAME	WIRECENTER CLLI	Mar-01 Completed Collocations	BELLSOUTH RESIDENCE LINES	BELLSOUTH BUSINESS LINES	BELLSOUTH TOTAL LINES
1	BCRT BOCA TEECA	BCRTFLBT		22,251	17,742	39,993
2	BOCA RATON MAIN	BCRTFLMA		56,194	30,756	86,950
3	FT LAUD MAIN RELIEF	FTLDFLMR		46,044	35,841	81,885
4	FTLD CORAL RIDGE	FTLDFLCR		35,110	15,619	50,729
5	FTLD CYPRESS	FTLDFLCY		24,652	24,235	48,887
6	FTLD JACARANDA	FTLDFLJA		56,078	18,255	74,333
7	FTLD OAKLAND	FTLDFLOA		52,043	16,741	68,784
8	FTLD PLANTATION	FTLDFLPL		44,373	19,717	64,090
9	HLWD PEMBROKE PINES	HLWDFLPE		103,455	21,491	124,946
10	HLWD WEST HOLLYWOOD	HLWDFLWH		74,926	23,493	98,419
11	HOLLYWOOD MAIN	HLWDFLMA		40,040	15,447	55,487
12	JCVL-CLAY STREET MGO	JCVLFLCL		18,357	24,865	43,222
13	JCVL-SAN JOSE	JCVLFLSJ		26,606	15,682	42,288
14	JCVL-SAN MARCO	JCVLFLSM		10,645	12,089	22,734
15	MIAM ALHAMBRA	MIAMFLAE		42,754	29,621	72,375
16	MIAM GRANDE	MIAMFLGR		9,852	41,166	51,018
17	MIAM HIALEAH	MIAMFLHL		92,748	28,698	121,446
18	ORLD-AZALEA PARK	ORLDFLAP		90,298	17,518	107,816
19	ORLD-COLONIAL	ORLDFLCL		22,069	15,285	37,354
20	ORLD-MAGNOLIA	ORLDFLMA		26,187	37,909	64,096
21	ORLD-PINECASTLE	ORLDFLPC		57,074	27,958	85,032
22	ORLD-PINEHILLS	ORLDFLPH		85,623	23,334	108,957
23	ORLD-SAND LAKE	ORLDFLSA		20,331	14,971	35,302
24	PMBH FEDERAL	PMBHFLFE		55,273	20,078	75,351
25	WPBH HAVERHILL	WPBHFLHH		53,049	25,694	78,743
26	WPBH MAIN ANNEX	WPBHFLAN		20,657	23,942	44,599
	BellSouth lines addressed by 21 or more CLEC collocations -->		**651**	**1,186,689** **25%**	**598,147** **33%**	**1,784,836** **27%**
27	BOYNTON BEACH MAIN	BYBHFLMA		70,095	13,149	83,244
28	DEERFIELD BEACH MAIN	DRBHFLMA		50,854	16,821	67,675
29	GSVL-MAIN	GSVLFLMA		76,228	45,893	122,121
30	JCBH-MAIN	JCBHFLMA		25,682	8,314	33,996
31	JCVL-ARLINGTON	JCVLFLAR		20,347	9,950	30,297
32	JCVL-BEACHWOOD	JCVLFLBW		29,355	11,695	41,050
33	JCVL-NORMANDY	JCVLFLNO		22,341	9,363	31,704
34	JCVL-RIVERSIDE	JCVLFLRV		20,884	9,081	29,965
35	JCVL-WESCONNETT	JCVLFLWC		32,785	7,329	40,114
36	MELBOURNE	MLBRFLMA		71,844	25,937	97,781
37	MIAM BEACH	MIAMFLBR		39,609	17,453	57,062
38	MIAM CANAL	MIAMFLCA		91,710	19,892	111,602
39	MIAM PALMETTO	MIAMFLPL		14,164	60,398	74,562
40	MIAM POINCIANA	MIAMFLPB		27,075	18,141	45,216

CLEC COMPLETED COLLOCATIONS
BellSouth FLORIDA Area
MARCH 2001

	WIRECENTER NAME	WIRECENTER CLLI	Mar-01 Completed Collocations	BELLSOUTH RESIDENCE LINES	BELLSOUTH BUSINESS LINES	BELLSOUTH TOTAL LINES
41	MIAM RED ROAD	MIAMFLRR	[redacted]	41,759	17,856	59,615
42	MIAM SILVER OAKS	MIAMFLSO	[redacted]	50,592	18,189	68,781
43	MIAM W. MIAMI	MIAMFLWM	[redacted]	30,947	18,859	49,806
44	MNDR-LORETTO	MNDRFLLO	[redacted]	28,807	10,636	39,443
45	PERRINE MAIN	PRRNFLMA	[redacted]	91,995	25,907	117,902
46	PMBH MARGATE	PMBHFLMA	[redacted]	61,186	23,409	84,595
47	PNSC-BELMONT	PNSCFLBL	[redacted]	27,633	19,922	47,555
48	SANFORD MAIN	SNFRFLMA	[redacted]	46,428	14,167	60,595
49	WPBH GARDENS	WPBHFLGR	[redacted]	51,010	19,039	70,049
50	WPBH GREENACRES	WPBHFLGA	[redacted]	90,023	17,715	107,738
51	WPBH RIVIERA BEACH	WPBHFLRB	[redacted]	33,288	17,377	50,665
	BellSouth lines addressed by		**1,088**	**2,333,330**	**1,074,639**	**3,407,969**
	15 or more CLEC collocations -->			**50%**	**60%**	**52%**
52	BCRT SANDALFOOT	BCRTFLSA	[redacted]	65,008	8,942	73,950
53	COCOA-MAIN	COCOFLMA	[redacted]	39,096	13,244	52,340
54	DELRAY BEACH MAIN	DLBHFLMA	[redacted]	34,469	13,779	48,248
55	DYBH-MAIN	DYBHFLMA	[redacted]	30,339	25,646	55,985
56	DYBH-ORMOND BEACH	DYBHFLOB	[redacted]	28,063	9,610	37,673
57	DYBH-PORT ORANGE	DYBHFLPO	[redacted]	50,026	9,398	59,424
58	EGLL-BOWE GARDENS	EGLLFLBG	[redacted]	39,343	11,201	50,544
59	FTLD SUNRISE	FTLDFLSU	[redacted]	36,987	11,995	48,982
60	FTLD WESTON	FTLDFLWN	[redacted]	30,717	7,077	37,794
61	HLWD HALLANDALE	HLWDFLHA	[redacted]	27,028	6,444	33,472
62	JCVL-FORT CAROLINE	JCVLFLFC	[redacted]	16,577	3,718	20,295
63	JCVL-LAKE FOREST	JCVLFLLF	[redacted]	26,416	5,359	31,775
64	JUPITER MAIN	JPTRFLMA	[redacted]	45,605	12,267	57,872
65	MIAM BAYSHORE	MIAMFLBA	[redacted]	27,376	9,992	37,368
66	MIAM FLAGLER	MIAMFLFL	[redacted]	24,988	8,226	33,214
67	MIAM MIAMI SHORES	MIAMFLSH	[redacted]	31,672	8,568	40,240
68	MIAM NORTH MIAMI	MIAMFLNM	[redacted]	22,651	8,957	31,608
69	MIAM NORTHSIDE	MIAMFLNS	[redacted]	25,418	8,037	33,455
70	MIAM OPA LOCKA	MIAMFLOL	[redacted]	25,361	10,892	36,253
71	MIAM W. DADE	MIAMFLWD	[redacted]	56,930	5,826	62,756
72	MNDR-AVENUES	MNDRFLAV	[redacted]	5,514	4,278	9,792
73	NDAD ARCH CREEK	NDADFLAC	[redacted]	35,095	12,482	47,577
74	NDAD BRENTWOOD	NDADFLBR	[redacted]	39,848	11,001	50,849
75	NDAD GOLDEN GLADES	NDADFLGG	[redacted]	26,416	9,619	36,035
76	NDAD OLETA	NDADFLOL	[redacted]	40,240	11,638	51,878
77	ORPK-MAIN	ORPKFLMA	[redacted]	21,276	6,769	28,045
78	PANAMA CITY MAIN	PNCYFLMA	[redacted]	26,370	17,087	43,457
79	PMBH CORAL SPRINGS	PMBHFLCS	[redacted]	71,803	16,250	88,053
80	PMBH TAMARAC	PMBHFLTA	[redacted]	34,649	5,679	40,328

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CLEC CPNI
INFORMATION

CLEC COMPLETED COLLOCATIONS
BellSouth FLORIDA Area
MARCH 2001

Exhibit VW - 10
Redacted for
Public Inspection

	WIRECENTER NAME	WIRECENTER CLLI	Mar-01 Completed Collocations	BELLSOUTH RESIDENCE LINES	BELLSOUTH BUSINESS LINES	BELLSOUTH TOTAL LINES
81	ENSC-FERRY PASS	PNSCFLFP		40,311	17,802	58,113
82	ENSC-WARRINGTON	PNSCFLWA		30,506	5,863	36,369
83	STAG-MAIN	STAGFLMA		17,595	9,867	27,462
84	TITUSVILLE	TTVLFLMA		30,013	7,714	37,727
85	WPBH LAKE WORTH	WPBHFLLE		38,277	10,558	48,835
86	WPBH ROYAL PALM BCH	WPBHFLRP		52,325	10,290	62,615
	BellSouth lines addressed by 8 or more CLEC collocations -->		**1,474**	**3,527,638 75%**	**1,430,714 80%**	**4,958,352 76%**
87	BIG PINE KEY MAIN	BGPIFLMA		4,932	1,006	5,938
88	BROOKSVILLE	BKVLFLJF		19,445	6,316	25,761
89	COCOA BEACH	CCBHFLMA		17,950	6,164	24,114
90	COCOA-MERRITT ISLAND	COCOFLME		20,927	6,324	27,251
91	DELAND	DELDFLMA		23,322	9,444	32,766
92	DLBH KINGS POINT	DLBHFLKP		43,329	7,617	50,946
93	DYBH-FENTRESS	DYBHFLFN		1,341	1,645	2,986
94	EGLL-INDIAN HRBR BCH	EGLLFLIH		18,509	3,117	21,626
95	FERNANDINA BEACH	FRBHFLFP		16,466	5,055	21,521
96	FORT PIERCE MAIN	FTPRFLMA		42,897	19,438	62,335
97	FTLD SAWGRASS	FTLDFLSG		3,445	6,111	9,556
98	GSVL-NORTHWEST	GSVLFLNW		11,690	4,558	16,248
99	GULF BREEZE	GLBRFLMC		15,446	4,107	19,553
100	HOBE SOUND MAIN	HBSDFLMA		10,258	1,682	11,940
101	HOLLEY-NAVARRE	HLNVFLMA		11,440	1,683	13,123
102	HOMESTEAD MAIN	HMSTFLHM		28,074	9,405	37,479
103	HUTCHINSON IS. MAIN	HTISFLMA		17,661	2,681	20,342
104	JCBH-ATLANTIC	JCBHFLAB		12,320	1,111	13,431
105	JCVL-INT'L AIRPORT	JCVLFLIA		151	1,802	1,953
106	JCVL-OCEANWAY	JCVLFLOW		13,114	4,906	18,020
107	JCVL-SOUTHPOINT	JCVLFLJT		29	8,149	8,178
108	KEY WEST MAIN	KYWSFLMA		19,241	13,066	32,307
109	LAKE CITY	LKCYFLMA		20,786	8,855	29,641
110	LAKE MARY	LKMRFLMA		7,265	7,395	14,660
111	LYNNHAVEN	LYHNFLOH		10,324	1,636	11,960
112	MIAM AIRPORT	MIAMFLAP		1,477	9,353	10,830
113	MIAM ALLAPATTAH	MIAMFLAL		22,355	10,929	33,284
114	MIAM BISCAYNE	MIAMFLBC		8,757	7,329	16,086
115	MIAM DADELAND BLVD	MIAMFLDB		3	3,957	3,960
116	MIAM INDIAN CREEK	MIAMFLIC		37,399	7,099	44,498
117	MIAM KEY BISCAYNE	MIAMFLKE		9,201	2,688	11,889
118	MIAM METRO	MIAMFLME		11,152	10,216	21,368
119	MILTON RAVINE	MLTNFLRA		17,918	4,539	22,457
120	NEW SMYRNA BCH	NSBHFLMA		31,668	7,491	39,159

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CLEC CPNI
INFORMATION

CLEC COMPLETED COLLOCATIONS
BellSouth FLORIDA Area
MARCH 2001

Exhibit VW - 10
Redacted for
Public Inspection

	WIRECENTER NAME	WIRECENTER CLLI	Mar-01 Completed Collocations	BELLSOUTH RESIDENCE LINES	BELLSOUTH BUSINESS LINES	BELLSOUTH TOTAL LINES
121	CRPK-RIDGEWOOD	ORPKFLRW		12,589	4,105	16,694
122	CVIEDO	OVIDFLCA		30,557	5,707	36,264
123	PACE PINE VILLA	PACEFLPV		11,441	1,828	13,269
124	PALATKA	PLTKFLMA		16,164	6,697	22,861
125	PANAMA CITY BEACH	PCBHFLNT		22,441	6,966	29,407
126	PANAMA CITY CALLAWAY	PNCYFLCA		7,294	571	7,865
127	PNSC-HILLCREST	PNSCFLHC		9,723	1,376	11,099
128	PONTE VEDRA BCH	PNVDFLMA		18,447	5,053	23,500
129	PORT ST. LUCIE MAIN	PTSLFLMA		39,710	7,123	46,833
130	PTSL SOUTH PTSL	PTSLFLSO		13,662	4,680	18,342
131	SEBASTIAN MAIN	SBSTFLMA		14,653	3,319	17,972
132	STAG-SHORES	STAGFLSH		9,710	2,116	11,826
133	STAG-WORLDGOLF	STAGFLWG		1,036	760	1,796
134	STUART MAIN	STRTFLMA		50,421	22,202	72,623
135	VERO BEACH MAIN	VRBHFLMA		39,235	15,497	54,732
136	WWSP-SPRING HILL	WWSPFLSH		33,825	4,495	38,320
	BellSouth lines addressed by 1 or more CLEC collocations -->		**1,640**	**4,388,838** **93%**	**1,730,083** **96%**	**6,118,921** **94%**
137	ARCHER	ARCHFLMA		3,067	267	3,334
138	BALDWIN	BLDWFLMA		2,131	514	2,645
139	BAREFOOT BAY	MICCFLBB		6,416	330	6,746
140	BELLE GLADE MAIN	BLGLFLMA		7,218	3,397	10,615
141	BRONSON	BRSNFLMA		3,211	801	4,012
142	BUNNELL	BNNLFLMA		6,734	2,020	8,754
143	CANTONMENT	CNTMFLLE		8,601	1,127	9,728
144	CAPE CANAVERAL	CCBHFLAF			486	486
145	CEDAR KEY	CDKYFLMA		1,113	295	1,408
146	CHIEFLAND	CFLDFLMA		4,169	1,387	5,556
147	CHIPLEY	CHPLFLJA		4,991	1,762	6,753
148	CROSS CITY	CSCYFLBA		3,087	898	3,985
149	DEBARY DELTONA	DBRYFLDL		13,994	1,720	15,714
150	DEBARY MAIN	DBRYFLMA		7,486	1,357	8,843
151	DELEON SPRINGS	DLSPFLMA		2,272	383	2,655
152	DUNNELLON	DNLNFLWM		13,160	1,605	14,765
153	DYBH-OCEAN SHORES	DYBHFLOS		7,822	536	8,358
154	EAST ORANGE	EORNFLMA		5,358	761	6,119
155	FLAGLER BEACH	FLBHFLMA		4,704	839	5,543
156	FT.GEORGE	FTGRFLMA		518	129	647
157	GENEVA	GENVFLMA		2,791	192	2,983
158	GRACEVILLE	GCVLFLMA		3,077	695	3,772
159	GREEN COVE SPGS	GCSPFLCN		7,633	2,212	9,845
160	HAVANA	HAVNFLMA		4,919	694	5,613

CONFIDENTIAL
CLEC CPNI
INFORMATION

CLEC COMPLETED COLLOCATIONS
BellSouth FLORIDA Area
MARCH 2001

Exhibit VW - 10
Redacted for
Public Inspection

	WIRECENTER NAME	WIRECENTER CLLI	Mar-01 Completed Collocations	BELLSOUTH RESIDENCE LINES	BELLSOUTH BUSINESS LINES	BELLSOUTH TOTAL LINES
161	HAWTHORNE	HWTHFLMA		3,484	519	4,003
162	HMST EAST	HMSTFLEA		1,045	196	1,241
163	HMST NARANJA	HMSTFLNA		6,745	2,951	9,696
164	ISLAMORADA MAIN	ISLMFLMA		3,765	1,565	5,330
165	JAY	JAY-FLMA		2,466	504	2,970
166	JCBH-SAN PABLO	JCBHFLSP		12,561	2,335	14,896
167	KEY LARGO MAIN	KYLRFLMA		8,076	2,010	10,086
168	KEYSTONE HGTS	KYHGFLMA		6,252	927	7,179
169	KYLR LARGO SOUND	KYLRFLLS		6,842	2,372	9,214
170	MAXVILLE	MXVLFLMA		1,371	160	1,531
171	MICANOPY	MCNPFLMA		1,530	226	1,756
172	MIDDLEBURG	MDBGFLPM		13,826	1,299	15,125
173	MNDR-LEMONWOOD	MNDRFLLW		9,374	1,014	10,388
174	MRTH VACA KEY	MRTHFLVE		8,894	3,575	12,469
175	MUNSON	MNSNFLMA		565	86	651
176	N. KEY LARGO MAIN	NKLRFLMA		2,468	703	3,171
177	NEWBERRY	NWBYFLMA		4,277	591	4,868
178	OAK HILL	OKHLFLMA		2,202	202	2,404
179	OLD TOWN	OLTWFLLN		4,188	301	4,489
180	PAHOKEE MAIN	PAHKFLMA		2,741	712	3,453
181	PALM COAST	PLCSFLMA		18,504	4,268	22,772
182	PIERSON	PRSNFLFD		2,360	611	2,971
183	PNSC-PERDIDO BAY	PNSCFLPB		8,145	968	9,113
184	POMONA PARK	PMPKFLMA		3,143	226	3,369
185	SBST FELLSMERE	SBSTFLFE		1,471	314	1,785
186	STAG-BEACH SIDE	STAGFLBS		12,434	1,796	14,230
187	SUGARLOAF KEY MAIN	SGKYFLMA		4,222	532	4,754
188	SUNNY HILLS	SYHSFLCC		1,682	234	1,916
189	TRENTON	TRENFLMA		3,683	1,327	5,010
190	VERNON	VERNFLMA		1,940	233	2,173
191	VRBH BEACHLAND	VRBHFLBE		12,846	3,602	16,448
192	WELAKA	WELKFLMA		2,523	235	2,758
193	WWSP-HIGHLAND	WWSPFLHI		14,199	3,445	17,644
194	YANKEETOWN	YNTWFLMA		2,259	357	2,616
195	YOUNGSTOWN-FOUNTAIN	YNFNFLMA		3,679	280	3,959
196	YULEE	YULEFLMA		3,650	916	4,566
			1,640	4,712,722	1,796,082	6,508,804
			^Collocations^ Physical+Virtual	RESIDENCE	BUSINESS	FL TOTAL

STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLING AND RESALE PROVIDED BY BELLSOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF FLORIDA

May 31, 2001

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STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLING AND RESALE PROVIDED BY BELLSOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF FLORIDA

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Florida Public Service Commission . The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Alternative Local Exchange Carriers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous Alternative Local Exchange Carriers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

A. ALEC means an alternative local exchange company certificated by the Florida Public Service Commission to offer and/or provide local telecommunications services in Florida.

B. Commission means the Florida Public Service Commission.

C. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).

I. Interconnection (47 U.S.C. §§ 251(b)(5), 251(c)(2), 251(c)(6), 252(d)(1)&(2) and 271(c)(2)(B)(i))

BellSouth provides ALECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

A. Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose

of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

a. Line-side of local switch.

b. Trunk-side of local switch.

c. Trunk interconnection points for local and access tandem switches.

d. Central office cross-connect points.

e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the Bona Fide Request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, as provided under this statement, each Party will report to the other a Percent Local Usage ("PLU")[1]. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Statement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

[1] Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to an ALEC for termination on the ALEC's network, if BellSouth cannot determine because of the manner in which the ALEC has utilized its NXX codes, or for other reasons, whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if the ALEC can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that an ALEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the ALEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the ALEC's connection of its end user to a local end user of BellSouth, an independent company or another ALEC, where both the parties are connected at the same tandem and termination of calls is authorized. Basic or enhanced local tandem interconnection may be selected. Basic interconnection allows ALECs to terminate traffic to BellSouth's end office switches and wireless service provider switches within the area served by the tandem. Enhanced interconnection adds the ability to terminate traffic to other ALECs and independent company switches in the area served by the tandem. The Local Exchange Routing Guide ("LERG") is the authority for which NXX Codes are assigned to switches sub-tending local tandems.

6. Transit Traffic Service. BellSouth shall provide tandem switching and transport services for the ALEC's transit traffic. Transit traffic is traffic originating on the ALEC's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to the ALEC's network. Rates for local transit traffic shall be the same as call transport and termination rates as set forth in Attachment A to this Statement. Rates for intraLATA toll and switched access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth's Interstate or Intrastate Switched Access Services tariffs. Switched access transit traffic presumes that the ALEC's end office is subtending the BellSouth Access Tandem for switched access traffic to and from the ALEC's end users utilizing BellSouth facilities, either by direct trunks with the Interexchange Carrier (IXC), or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB)[2] procedures. BellSouth will provide meet point billing usage records to ALEC either directly as

[2] Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telecordia as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single Local Access and Transport Area ("LATA").

an RAO Host company or to ALEC through the RAO Host selected by the ALEC. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered to a terminating carrier at the rates stipulated in this Statement. BellSouth agrees to deliver this traffic to the terminating carrier, provided that the ALEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to the ALEC. The ALEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of the ALEC. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this Section shall be pursuant to MECAB procedures.

7. Mutual Provision of Access Service. When BellSouth and an ALEC provide an access service connection between an IXC and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the MECAB system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. Thirty (30) day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and ALEC networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that originates and terminates in the same LATA and that is not Local Traffic as defined in Section I.A. above.

2. Delivery of IntraLATA Toll Traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate (whichever is appropriate), switched network access services rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If an ALEC is the BellSouth end user's presubscribed IXC or if the BellSouth end user uses an ALEC as an IXC on a 1010XXX basis, BellSouth will charge the ALEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the ALEC end user's presubscribed interexchange intraLATA carrier or if the ALEC end user uses BellSouth as an interexchange intraLATA carrier on a 1010XXX basis, the ALEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

4. Additional Interconnection. To the extent an ALEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format.

7. 800 Access Screening. Should an ALEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The ALEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. The ALEC will not be required to utilize switched access Feature Group D service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Services trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff.

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Terms and conditions for physical collocation and remote site collocation are contained in Attachment I. Terms and conditions for virtual collocation are contained in BellSouth's Expanded Interconnection Service Tariff, Section E20.1.

D. Trunk Groups. BellSouth and an ALEC shall establish trunk groups between interconnecting facilities. Local traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth local tandem. BellSouth local tandems do not handle intraLATA toll or interLATA toll traffic. Combined local and intraLATA toll traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth access tandem or end office switch. In addition, for traffic utilizing intermediary tandem switching at the BellSouth access tandem, i.e., traffic which is not originated by or terminated to a BellSouth end user ("transit traffic"), one-way or two-way trunk groups are generally available for any combination of local, intraLATA or interLATA traffic. BellSouth also provides a two-way Supergroup option that includes exchange of local and intraLATA toll traffic between BellSouth and an ALEC as well as local, intraLATA or interLATA transit traffic. Requests for alternative trunking arrangements may be made through the bona fide request ("BFR") process (see Section II.B.) set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed the highest interest rate which may be levied by Commission regulation or the law of commercial transactions, may be assessed if interconnection charges are not paid within thirty (30) days of the due date.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System ("CABS").

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with ALECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XVIII.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal Transfer Point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. Where technically feasible, the local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to ALECs will be at least equal in quality to what it provides to itself, to any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, and technical requirements provided to ALECs. Section 14.4 of Attachment C is particularly

applicable to interconnection. BellSouth provides interconnection according to applicable industry standard technical references.

J. Ordering and Provisioning Guidelines. Where technically feasible, BellSouth provides interconnection ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Business Rules for Local Ordering. See Section XV.

II. Access To Unbundled Network Elements (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(ii)). See also Statement Sections (IV), (V), (VI) and (X).

BellSouth provides ALECs with access to unbundled elements of BellSouth's network on the following terms:

A. Available Network Elements. BellSouth shall, upon request of the ALEC, provide access to its network elements at any technically feasible point for the provision of the ALEC's telecommunications service where such access is necessary and failure to provide access would impair the ability of the ALEC to provide services that it seeks to offer. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV.

2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V.

3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI.

4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and Advanced Intelligent Network ("AIN") services. See Section X.

5. Access to Operations Support Systems. BellSouth provides to ALECs unbundled access to several operations support systems ("OSS"). Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:

a. Pre-Ordering. Pre-ordering allows ALECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date, validate a street address for service order purposes, and obtain customer service record information, as applicable to the service being ordered. ALECs may obtain access to customer service record information under a blanket letter of authorization. As part of the

pre-ordering function, BellSouth also provides ALECs access to the same detailed information about the loop that is available to BellSouth.

b. Ordering. Ordering provides the ALEC with order entry functions, including supplements, and the capability to establish directory listings. BellSouth provides a "switch as is" process by which it will switch all services and features subscribed to by a particular BellSouth customer to an ALEC upon receipt of appropriate customer authorization.

c. Provisioning. Provisioning information available to ALECs includes firm order confirmation and completion notices.

d. Trouble Reporting and Repair. Trouble reporting and repair allows ALECs to report and monitor service troubles and obtain repair services. BellSouth provides to ALECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides ALECs with the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides ALECs an estimated time to repair, and an appointment time or a commitment time, as appropriate, on all trouble reports.

e. Directory Listing and Line Information Databases. Access to the Directory Listing Database is discussed in Sections VII.B. and VIII.E. Access to the Line Information Database is discussed in Section X.

f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with resold lines and unbundled ports. This usage option allows ALECs to bill their end-user customers at their discretion, rather than on BellSouth's billing cycles. It also allows an ALEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers. Usage data available includes the Access Daily Usage File (ADUF), Optional Daily Usage File (ODUF), and Enhanced Optional Daily Usage File (EODUF).

6. Interfaces for Operational Support Systems. BellSouth provides electronic interfaces for the following OSS functions: pre-ordering, ordering and provisioning, trouble reporting, and customer usage data. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions or information: service address validation, telephone number selection, product and service availability, due date information, loop make-up information, and customer service record information. Access is provided through the Local Exchange

Navigation System (LENS) and the Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time interactive access to BellSouth databases. LENS is a human-to-machine interface for use by those ALECs who choose not to use machine-to-machine interfaces.

b. Ordering and Provisioning. BellSouth provides ALECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking system (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides TAG and the Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability. TAG is an integratable pre-ordering and ordering interface.

c. Trouble Reporting. BellSouth provides the following options for electronic trouble reporting. For exchange services, BellSouth offers to ALECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway – the T1M1 standard machine-to machine interface called Electronic Communications Trouble Administration (ECTA) Gateway.

d. Billable Usage Information. BellSouth provides to ALECs electronic files containing billable usage information associated with resold exchange lines, and unbundled ports.

e. Rates. Rates for manual and electronic interfaces are set out in Attachment A. Nonrecurring service order charges are differentiated for manually and electronically processed orders.

f. Versioning. Pursuant to the Change Control Process, BellSouth will issue new software releases for new industry standards for its industry standard EDI and TAG interfaces. When a new release of new industry standards is implemented, BellSouth will, for these interfaces, continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will support the two most current releases. Pursuant to the Change Control Process, BellSouth will issue documents to ALECs with sufficient notice to allow ALECs to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This versioning policy is set forth in the Change Control Process document and may be changed from time to time pursuant to the

procedures set forth in that document.

7. Collocation. Collocation allows ALECs to place equipment, including digital subscriber line access multiplexers, in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network elements as described in this Section. BellSouth will provide physical collocation for ALEC equipment unless BellSouth demonstrates to the Commission that physical collocation is not practical for technical reasons or space limitations. Virtual collocation is available at the ALEC's request and is not dependent on the availability of physical collocation. BellSouth facilities include central offices and serving wire centers, as well as buildings or similar structures owned or leased by BellSouth that house BellSouth network facilities, and structures that house facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators. Terms and conditions for physical collocation, including relevant intervals for provisioning physical collocation, are set forth in the Intrastate Access Services Tariff, Section E.20, and Attachment I. Terms and Conditions for virtual collocation are contained in BellSouth's Intrastate Access Services Tariff, Section E20. Rates for virtual and physical collocation are set out in Attachment A.

8. Dark Fiber. Unused optical transmission media or "dark fiber" is available to ALECs as an unbundled network element, where it is in existence, as unbundled dark fiber loops or as unbundled dark fiber transport.

9. Line Sharing and Line Splitting

a. High Frequency Loop Spectrum (Line Sharing). BellSouth provides ALECs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voice-band services on the particular loop for which the ALEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voice-band on a copper loop facility that is being used to carry analog circuit-switched voice-band transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide ALECs with loop and splitter functionality that is compatible with any transmission technology that the ALEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers ALECs the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements. Any splitters installed by ALECs in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. ALECs may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate. BellSouth will also provide line sharing splitters at its remote sites to allow ALECs access to the high frequency spectrum of copper sub-loops terminated at that remote site, where the ALEC has a collocated DSLAM.

BellSouth will condition loops to enable ALECs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h). Further details as to this network element are contained in Attachment C.

b. Line Splitting.

i. If BellSouth is currently the voice provider and a provider of data services (a "Data ALEC") is the advanced services provider, and the end user subsequently chooses an ALEC for voice service (a "Voice ALEC"), then the following would occur:

> If the original line sharing arrangement was established with a Data ALEC-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data ALEC. If, however, the original line sharing arrangement was established with a BellSouth-owned splitter, then BellSouth would allow the Data ALEC to continue leasing the BellSouth splitter under the following conditions:
>
> 1. The existing Data ALEC remains the end user's advanced services provider; and
> 2. The Data ALEC has an agreement with the Voice ALEC to use the upper frequency spectrum of the loop to continue providing the advanced services.

The applicable recurring charges to be paid by the Voice ALEC for this line splitting arrangement will be the loop, the port and two cross connects as shown on Attachment A. The applicable nonrecurring charges to be paid by the Voice ALEC for this line splitting arrangement will be the nonrecurring rate for the loop-port combination (switch-as-is).

ii. Where a line sharing arrangement does not already exist, BellSouth will work cooperatively with ALECs to develop methods and procedures to develop a process whereby a Voice ALEC and a Data ALEC may provide services over the same loop. Under such process, BellSouth will deliver a loop and a port to the collocation space of either the Voice ALEC or the Data ALEC. In this scenario the loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements. The Voice ALEC or the Data ALEC shall be responsible for connecting the loop and port to an ALEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose.

B. Bona Fide Request Process.

1. Any request by the ALECs for access to a network element, interconnection option, or for the provisioning of any service or product that is not

already available shall be treated as a BFR, and shall be submitted to BellSouth pursuant to the BFR process, which is described in Attachment B.

2. The ALECs shall submit any BFR in writing to the ALEC's Account Manager. The BFR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR shall also include the ALEC's designation of the request as being (a) pursuant to the Act , or (b) pursuant to the needs of the business.

C. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs with access to all the unbundled network elements described in this section. Such access will be at least equal in quality to that which BellSouth provides to itself. Attachment C contains detailed service descriptions, and technical requirements applicable to ALEC access to BellSouth unbundled network elements and the performance of those network elements. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

D. Combining Network Elements.

1. ALEC Combination of Network Elements. ALECs may combine BellSouth network elements, in any manner the ALEC chooses, to provide telecommunications services. ALEC-combined network elements will be priced at the sum of the individual element charges. BellSouth will physically deliver unbundled network elements where reasonably possible, e.g., unbundled loops and ports extended to ALEC collocation spaces as part of the network element offering. In addition, BellSouth offers central office Assembly Points to provide ALECs with the capability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the ALEC to own or control any telecommunications equipment (i.e., without acquiring collocation space). Additional services desired by ALECs to assist in their combining or operating BellSouth unbundled network elements are available as negotiated.

2. Software Modifications. Software modifications, e.g., switch translations, necessary for the proper functioning of ALEC-combined BellSouth unbundled network elements are provided as part of the network element offering. Additional software modifications requested by ALECs for new features or services may be obtained through the BFR process.

3. Unbundled Network Element Combinations. BellSouth will provide Unbundled Network Element Combinations as set forth in Attachment C. BellSouth will provide ALECs with combinations of elements at cost-based rates when such elements are, in fact, currently combined in BellSouth's network to the location the ALEC wants to serve. BellSouth will not make auditing a precondition to converting special access to unbundled network elements; however, BellSouth may audit ALEC records in order to verify the type of traffic

being transmitted over loop/transport network element combinations. If, based on its audits, BellSouth concludes that an ALEC is not providing a significant amount of local exchange traffic over the facilities, BellSouth may file a complaint with the Commission. To the extent that an ALEC seeks to obtain combinations of unbundled network elements that are currently combined in BellSouth's network but that are not priced in Attachment A, the ALEC may purchase such unbundled network element combinations at the sum of the stand-alone prices of the elements which make up the combination.

E. Rates. Rates for the unbundled network elements and combinations of elements described above are set out in Attachment A.

F. Ordering and Provisioning. Where technically feasible, BellSouth provides unbundled network element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning unbundled network elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

G. Billing. BellSouth provides unbundled network element billing under Ordering and Billing Forum (OBF) guidelines for CABS bill formats as those guidelines are developed.

III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii))

BellSouth provides nondiscriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide ALECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to ALECs upon receiving a BFR for access and ALEC agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. Capacity will be allocated on a first-come first-served basis, although BellSouth may reserve a maintenance spare at its discretion.

IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(iv))

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility, including, but not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. BellSouth provides a variety of local loop configurations. Local loops include, but are not limited to, unbundled copper loops, dark fiber loops, DSO, DS1, DS3, fiber, and other high capacity loops. All BellSouth provided loops will be provisioned according to BellSouth's TR 73600, and are described in Attachment C.

B. Sub-Loop elements. The subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device ("NID"), the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface. Sub-loop elements are described in Attachment C.

C. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to an ALEC's collocated space.

D. Unbundled Loop Channelization Systems. Unbundled loop channelization systems with central office channel interfaces channelize multiple digital loop carrier channels on a non-concentrated or concentrated basis up to a maximum of 96 voice grade channels per system.

E. Single Point of Interconnection. BellSouth provides a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers.

F. Line Conditioning. Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL services. Such devices include, but are not limited to, load coils, bridged taps, low pass filters and range extenders. Where technically feasible, BellSouth will test and report trouble for all the features, functions, and capabilities of conditioned lines, and may not restrict testing to voice-transmission only. An ALEC may select the level of line conditioning it desires and will be required to pay only for the level of conditioning it selects. BellSouth performs line conditioning on unbundled loops upon ALEC request, whether or not BellSouth offers advanced services to the end-user customer on that loop. An ALEC has the option of refusing, in whole or in part, to have a line conditioned without diminishing its right of access to the high frequency portion of the loop.

G. Rates. Rates for unbundled network elements in this section are set out in Attachment A.

H. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides to itself. Attachment C contains detailed service descriptions and technical requirements applicable to ALEC access to BellSouth unbundled network elements including local loops and sub-loop elements. BellSouth provides network elements according to applicable industry standard technical references.

I. Ordering and Provisioning. Where technically feasible, BellSouth provides local loop and sub-loop element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides itself. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common (shared) local transport from the trunk side of its central office switches over a variety of transport options unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and ALEC facilities. Transmission media include, but are not limited to, DS-1, DS-3, STS-1 and OCn levels.

2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission media used to provide common transport includes speeds up to and including OCn.

3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to ALECs unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself,

including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.

4. Digital Cross-Connect Systems. BellSouth provides ALECs, to the extent technically feasible, with the functionality provided by BellSouth's digital cross-connect systems.

5. Additional Options. BellSouth makes additional transport elements available at any technically feasible point. ALECs may use the BFR process to obtain additional options.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs with unbundled local transport elements, and access to those elements that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to ALEC access to BellSouth unbundled network elements including transport elements. BellSouth provides network elements according to applicable industry standard technical references.

D. Ordering and Provisioning. Where technically feasible, BellSouth provides local transport ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning local transport elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Circuit Switching. BellSouth offers all the functionality of its local circuit switches to ALECs unbundled from transport, local loop transmission and other services, except as set forth in VI.B. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local circuit switching functionality includes line termination and line side switching (dialtone) capability and other switch functionality, e.g., vertical features, at rates set forth in Attachment A. All vertical features loaded in a circuit switch are available to ALECs. Features loaded but not activated, and features not loaded in the circuit switch are available and may be requested through the BFR process. Local circuit switching functionality also provides access to all the features and functionality available to the switch and switch software

including transport signaling, 911, operator, directory and repair services as well as AIN and similar capabilities.

1. Selective Routing. Selective routing to an ALEC's desired platform is available as discussed in Section X.A.3.f.

2. Port Cross Connects. Port cross connects allow ports to be transported from the main distribution frame in the central office to an ALEC's collocated space.

B. Availability of Local Circuit Switching as an Unbundled Network Element. BellSouth provides ALECs with local circuit switching as defined above on an unbundled network element basis except, pursuant to 47 C.F.R § 319(c)(2), for ALECs that serve end-users with four or more voice grade (DS0) equivalents or lines, where BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport throughout Density Zone 1, and BellSouth's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and in Density Zone 1, as defined in 47 C.F.R. § 69.123 on January 1, 1999. BellSouth provides combinations of unbundled loops and transport as described in Attachment C.

C. Packet Switching. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to: (i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel); (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; (iii) the ability to extract data units from the data channels on the loops; and (iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

D. Availability of Packet Switching as an Unbundled Network Element. BellSouth provides ALECs with packet switching as an unbundled network element only where all of the following conditions are satisfied:

1. BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (*e.g.,* end office to remote terminal, pedestal or environmentally controlled vault);

2. There are no spare copper loops capable of supporting xDSL services the ALEC seeks to offer;

3. BellSouth has not permitted an ALEC to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined in 47 C.F.R. § 319(b); and

4. BellSouth has deployed packet switching capability for its own use.

E. Rates. Cost-based rates for unbundled local circuit switching provided on an unbundled network element basis under 47 U.S.C. § 251(c)(3) are set out in Attachment A. Rates, terms and conditions for unbundled local circuit switching provided under 47 U.S.C. § 271(c)(2)(B)(vi) but not on an unbundled network element basis under 47 U.S.C. § 251(c)(3), and packet switching provided on an unbundled network element basis (subject to the requirements of 47 C.F.R. §51.319(c)(3)), may be obtained through the BFR process.

F. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to ALEC access to BellSouth unbundled network elements including local switching elements. BellSouth provides network elements according to applicable industry standard technical references.

G. Ordering and Provisioning. BellSouth provides ALECs with ordering and provisioning services for local switching that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the BellSouth Business Rules for Local Ordering.

VII. Nondiscriminatory Access to (A) 911/E911 Emergency Network (47 U.S.C. §§ 251(c)(3) and 271(c)(2)(B)(vii)(I); (B) Directory Assistance Services (§§ 271(c)(2)(B)(vii)(II) and 251(c)(3)); and (C) Operator Call Completion Services (§§ 271(c)(2)(B)(vii)(III) and 251(c)(3))

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides ALECs with equal access to 911/E911 service and the ability for ALECs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.

2. Equal Access. An ALEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.

3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to an ALEC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. The ALEC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. The ALEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the ALEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

4. E911 Service Provisioning. For E911 service, an ALEC will be required to install a minimum of two dedicated trunks originating from the ALEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the Mu-255 Law convention. The ALEC will be required to provide BellSouth daily updates to the E911 database. An ALEC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, the ALEC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on ALECs beyond applicable charges for BellSouth trunking arrangements shown on Attachment A.

6. 911/E911 Databases. BellSouth will load ALEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that ALEC end-user information is available at the same time and in the same manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The E911 Local Exchange Carrier Guide For Facility-Based Providers contains the appropriate and detailed practices

and procedures for BellSouth and ALECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides ALECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes ALEC subscriber listings in BellSouth's directory assistance database at no charge. ALECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, ALECs and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides ALECs and their subscribers nondiscriminatory access to directory assistance service under BellSouth's tariffs. ALEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the ALEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers ALECs the following access options on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to IXCs for directory assistance.

b. Direct Access to Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective Routing for ALEC Branded Directory Assistance Services. BellSouth provides ALECs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service with selective routing or a compatible signaling protocol for routing of calls to a requesting ALEC's directory service platform for provision of ALEC directory assistance services or to a BellSouth platform for BellSouth provision of ALEC-branded directory assistance. In either case, ALEC customers may use the same dialing arrangements as BellSouth customers, but obtain an ALEC-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.

4. Rates. Rates for Directory Assistance Services provided under 47 U.S.C. § 271(c)(2)((B)(vii) may be obtained from BellSouth's tariffs or through negotiations.

C. Operator Call Completion Services. BellSouth provides operator services to ALECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and ALEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.

2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to ALECs.

3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.

4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to transfer specially formatted messages among companies. BellSouth will offer ALECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.

5. Selective Routing for ALEC-Branded Operator Call Completion Services. BellSouth provides ALECs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service with selective routing or a compatible signaling protocol for routing of calls to a requesting ALEC's operator service platform for provision of ALEC operator call completion services or to a BellSouth platform for BellSouth provision of ALEC-branded operator call completion services. In either case, the ALEC's customers may use the same dialing arrangements as BellSouth customers, but obtain an ALEC-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.

6. Rates. Rates for Operator Call Completion Services provided under 47 U.S.C. § 271(c)(2)((B)(vii) may be obtained from BellSouth's tariffs or through negotiations.

D. Quality of Network Elements. Where technically feasible, BellSouth provides ALECs nondiscriminatory access to the 911/E911 emergency network, directory assistance and operator call completion services, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions and technical requirements applicable to ALEC nondiscriminatory access to BellSouth 911/E911 emergency network, directory assistance and operator call completion services.

BellSouth provides network elements according to applicable industry standard technical references.

E. Ordering and Provisioning. Where technically feasible, BellSouth provides ordering and provisioning services for nondiscriminatory access to the 911/E911 emergency network, directory assistance and operator call completion services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning nondiscriminatory access to 911/E911 emergency network, directory assistance and operator call completion services elements are set out in the BellSouth Business Rules for Local Ordering. See Section XVI.

VIII. White Pages Directory Listings For ALEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))

BellSouth provides ALECs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include ALEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between ALEC and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to ALECs or their subscribers provided that the ALEC provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting ALEC Subscriber Information. BellSouth will provide to ALECs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ALECs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Unlisted Subscribers. ALECs will be required to provide to BellSouth the names, addresses and telephone numbers of all ALEC customers that wish to be omitted from directories.

E. Inclusion of ALEC Customers in Directory Assistance Database. BellSouth will include and maintain ALEC subscriber listings in BellSouth's directory assistance database at no charge. BellSouth and ALECs will formulate appropriate procedures regarding leadtime, timeliness, format and content of listing information. ALEC subscriber listings and information will be migrated on an "as is" basis upon a change of service provider consistent with OBF standards.

F. Listing Information Confidentiality. BellSouth will accord an ALEC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to an ALEC's customer

proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Service Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to ALEC subscribers at no charge.

IX. Nondiscriminatory Access to Telephone Numbers For ALEC Customers (47 U.S.C. §§ 251(b)(3) and § 271((c)(2)(B)(ix))

Non-Discriminatory Access. A neutral party currently serves as the North American Numbering Plan administrator. BellSouth complies with the rules adopted pursuant to 47 U.S.C. § 251(e).

X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth offers ALECs mediated access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a dedicated set of two or four 56 kbps transmission paths between the ALEC designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

2. Signal Transfer Points. Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth network elements such as local switching, databases and third-party provided services.

3. Service Control Points. Service Control Points ("SCPs") are databases that store and provide access and the ability to manipulate information required to

offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database ("LIDB") is an SCP transaction-oriented database that contains records associated with subscriber line numbers and special billing numbers. ALECs may query BellSouth's LIDB to verify collect or third number billing calls. BellSouth will enter ALEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow ALEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers ALECs access to its SCP-based Advanced Intelligent Network ("AIN") through BellSouth's Service Creation Environment and Service Management System ("SCE/SMS"). SCE/SMS access allows ALECs to provide AIN services from either BellSouth switches or their own. It also allows ALECs to create service applications using BellSouth's AIN service creation tools and to deploy those services using BellSouth's service management tools. ALECs have the same access to SCE/SMS as BellSouth.

e. Additional Databases. BellSouth provides ALECs access to the following additional databases on an unbundled network element basis: Calling Name Database, 911 Database, E911 Database and number portability databases.

f. Selective Routing. Selective routing allows ALECs purchasing unbundled BellSouth local switching or reselling BellSouth retail service to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to an ALEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide ALEC-branded services on behalf of the ALEC. This allows ALEC branding of services such as operator, directory assistance or repair services. Selective routing is provided through AIN-based carrier routing service. BellSouth also provides selective routing through the use of line class codes.

B. Rates. Rates for BellSouth's signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides selective routing, signaling and signaling database element ordering and provisioning services to ALECs that are at least equal in quality to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning selective routing, signaling and signaling database services are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Quality of Network Elements. BellSouth provides ALECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions and technical requirements applicable to ALEC access to BellSouth unbundled network elements including signaling and signaling databases. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

E. 800 Query Rates. Rates for an ALEC to use BellSouth's 800 database (for query purposes only) are set out in Attachment A.

XI. Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))

A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement that allows an end user customer who switches service providers to keep the same telephone number. BellSouth offers a permanent local number portability (LNP) solution.

B. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

C. Quality of Service. BellSouth will provide number portability to ALECs and their customers with minimum impairment of functionality, quality, reliability and convenience.

XII. Local Dialing Parity (47 U.S.C. §§ 251(b)(3) and 271(c)(2)(B)(xii))

Local Dialing Parity. ALEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same type of call. In addition, ALEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

XIII. Reciprocal Compensation (47 U.S.C. §§ 252(d)(2) and 271(c)(2)(B)(xiii))[3]

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on BellSouth's and the ALEC's networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A.

B. Disputes Related to Reciprocal Compensation. If BellSouth and ALECs operating under this Statement and/or an interconnection agreement have any disputes regarding reciprocal compensation for transport and termination of traffic, they will continue to transport and terminate traffic so that end users are not affected until any dispute is resolved.

XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))

BellSouth provides retail telecommunications services for resale by ALECs under the following terms:

A. Retail Services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers.

B. Discounts. Retail services, as ordered by the Commission, are available at discounts set out in Attachment H. Discounts apply to intrastate tariffed services, including contract service arrangements and are not applicable to non-tariffed services, or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs. Retail promotions offered for ninety (90) days or less will not be discounted. Promotions of more than ninety (90) days will be made available for resale at the promotional rate minus the applicable wholesale discount.

C. Conditions. The resale of telecommunications services shall to limited to users and uses confirming to the class of service. Pursuant to the Commission's orders, the following specific services are available for resale:

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[3] Intercarrier compensation for traffic delivered to enhanced service providers (which includes traffic delivered to Internet Service Providers), is not subject to the reciprocal compensation provisions of section 251(b)(5) and will be treated consistent with the requirements for compensation set forth in the FCC's *Order on Remand and Report and Order* in the *Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 Intercarrier Compensation for ISP-Bound Traffic*, CC Dockets 96-98 and 99-68, Released April 27, 2001.

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.

2. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.

3. N11/911/E911. N11/911/E911 services, including state specific discount plans, are available for resale. BellSouth provides 911/E911 services to ALECs for resale in the same manner that it is provided in BellSouth's retail tariffs.

4. Contract Service Arrangements. Contract service arrangements ("CSAs") may be resold to the specific BellSouth end user for whom the CSA was constructed or to similarly situated end users. End users are similarly situated if their quantity of use and time of use, and the manner and costs of service are the same. If a reseller assumes all of the terms and conditions of a CSA, no termination charges will apply upon the assumption of the CSA.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides ALECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. BellSouth will provide resellers with preordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users.

E. BellSouth Interaction with ALEC Customers. When interacting with ALEC resale customers on behalf of an ALEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of ALEC customers with BellSouth customers.

F. Transfer of Customers. BellSouth will implement ALEC requests to disconnect the service of a BellSouth end user and transfer that customer's service to the ALEC. In the case of a customer terminating service from an ALEC, BellSouth will notify the ALEC within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. An ALEC must, however, provide proof of authorization upon request.

G. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the party responsible for the unauthorized change as described in FCC Tariff No. 1, Section 13, or applicable state tariff. The appropriate nonrecurring charges to reestablish the customer's service with the

appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

H. Interexchange Carrier Selection. BellSouth will implement requests to change an ALEC end user's choice of a primary interexchange carrier and/or intraLATA toll carrier.

I. Customer of Record. The ALEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the ALEC for all services.

J. Single Point of Contact. The ALEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the ALEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the ALEC for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with ALEC end users, except as provided herein.

K. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the BellSouth Business Rules for Local Ordering. See Section XV.

L. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

M. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide ALEC-resold services will be maintained by BellSouth. An ALEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

N. Billing and Collection. This Statement does not provide for billing and collection services. ALEC requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

O. Discontinuing ALEC End User Service. BellSouth will discontinue service provided to an ALECs' resale end user customers as follows:

1. Where possible, BellSouth will deny service to an ALEC's end user on behalf of, and at the request of, the ALEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the ALEC.

2. At the request of an ALEC, BellSouth will disconnect an ALEC end user customer.

3. ALEC requests for denial or disconnection of an end user for nonpayment must be in writing.

4. An ALEC is solely responsible for notifying the end user of the proposed service disconnection.

5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise an ALEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the ALEC and/or the end user against any claim, loss or damage arising from providing this information to the ALEC. It is the responsibility of the ALEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

XV. Ordering Guide

A. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement through the BellSouth Business Rules for Local Ordering. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection, facilities and resale services from BellSouth. This manual can be accessed at http://www.interconnection.bellsouth.com/guides/. The administrative information and procedures set out in this manual is intended to ensure that ALECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. This manual will be updated to conform to ALEC needs, systems developments and changes to and improvements in administrative procedures. Changes to the manual will not affect BellSouth's commitments, set out in this Statement, to treat ALECs in a non-discriminatory manner.

XVI. Performance Measures/Enforcement Plan

A. Performance Measures and Enforcement Plan. Upon the Commission's issuance of an Order pertaining to Performance Measures and/or an Enforcement Plan applicable to all ALECs generally, BellSouth shall implement in Florida such Performance Measures and Enforcement Plan as of the legally effective date.

B. Additional Measures. Additional Service Quality Measurements and reports may be developed through the BFR process described in Attachment B.

XVII. Forecasting Requirements

A. Technical Descriptions and Forecasting. ALECs ordering out of this Statement shall provide technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to establish the interconnections necessary to assure traffic completion to and from all customers in their respective designated service areas.

B. Regular Meetings. The Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of discussing non-binding forecasts of their traffic and volume requirements for interconnection and network elements provided under this Agreement, in the form and detail as agreed. Section XVII. C. contains guidelines regarding trunk forecasts and meetings that the Parties may use. The Parties agree that each forecast provided under this section shall be deemed "Confidential Information" under Section XXIII of this Statement.

C. Trunk Forecasts. The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two years. Forecast meetings may be face-to-face meetings, video or audio conferences. Meetings may be held regionally or otherwise. Forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. BellSouth reserves the right to disconnect underutilized trunks. The Parties agree that forecast information provided under this Section shall be deemed "Confidential Information" under Section XXIII of this Statement.

D. Binding Forecasts. In addition to, and not in lieu of, the non-binding forecasts required by Section XVII.B., a Party that is required pursuant to this Statement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Statement to receive a forecast (the "Forecast Recipient") may request that the other Party negotiate to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast provisions in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform and any other terms desired. The Parties agree that any Binding Forecast provided under this Section shall be deemed "Confidential Information" under Section XXIII of this Statement. Neither Party is required to enter into a Binding Forecast as described in this Section.

E. Non-Binding Forecasts. For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any

liability for failure to perform if the trunks are not available for use or ordered at the stated time.

XVIII. Network Design and Management (47 U.S.C. § 251(c)(5))

A. Network Management and Changes. BellSouth will work cooperatively with an ALEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with an ALEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to an ALEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with an ALEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each ALEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide an ALEC with the proper call information, *i.e.,* originated call company number and destination call company number, CIC, and OZZ code, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

XIX. Taxes

A. Definition. The terms "taxes" and "fees" shall include, but not be limited to, federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid

the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XX. Auditing Procedures

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the ALEC shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found

to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percent Interstate Usage. For combined interstate and intrastate ALEC traffic terminated by BellSouth over the same facilities, an ALEC will be required to provide a projected Percent Interstate Usage ("PIU")[4] to BellSouth. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's Intrastate Access Services Tariff will apply to the ALEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. ALEC Resale Audit. BellSouth reserves the right to periodically audit services purchased by an ALEC for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The ALEC will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the ALEC shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

XXI. Liability and Indemnification

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ALEC revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor an ALEC shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

C. Mutual Limitation of Liability. BellSouth and an ALEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

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[3]Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Company Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating company pays services.

D. No Liability for Certain Damage. Neither BellSouth nor an ALEC shall be liable for damages to the other's terminal location, point of interface ("POI") or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and an ALEC providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No Liability for Certain Inaccurate Data. Neither BellSouth nor an ALEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

XXII. Intellectual Property Rights and Indemnification

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. An ALEC is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership of that party. Except for a limited license to use patents or copyrights to the extent necessary for the parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a party, is granted to the other party or shall be implied or arise by estoppel. It is the responsibility of each party to ensure at no additional cost to the other party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such

service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section XXI of this Agreement.

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

E. Exception to Obligations. Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

F. Exclusive Remedy. The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

XXIII. Treatment of Proprietary and Confidential Information

A. Confidential Information. It may be necessary for BellSouth and an ALEC to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the ALEC shall receive such Information and not disclose such Information. BellSouth and the ALEC shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the ALEC with a need to know such Information and which employees agree to be bound

by the terms of this Section. BellSouth and the ALEC will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the ALEC to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the ALEC; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

XXIV. Notices/Discontinuance of Service/Deposits

A. BellSouth provides notice to ALECs ordering interconnection, unbundled network elements or retail telecommunications services for resale under this Statement under the following terms:

1.. Notice of Network Changes. BellSouth provides notice of network changes in compliance with FCC rules.

2.. Notice of Changes Affecting Unbundled Network Element and Resale Offerings. BellSouth provides ALECs advance notice of any changes to its retail services 45 days before such changes. Such notification will be via Internet posting of changes affecting unbundled network element and resale offerings, including operations support systems. To the extent that revisions occur between the time BellSouth notifies an ALEC of changes under this Statement and the time the changes are scheduled to be implemented, BellSouth will immediately notify an ALEC of such revisions consistent with BellSouth's internal notification process. ALEC may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct.

3. Notices in Writing. Every notice, consent, approval, or other communications required by this Statement to be in writing, for example, notices of discontinuation of service under Section XIV.O. and P. shall be delivered in person or given by postage prepaid mail to the address the intended recipient previously shall have designated by written notice to the other party. Notices to BellSouth shall be addressed to the ALEC's account manager.

B. Discontinuing Service to an ALEC. The procedures for discontinuing service to an ALEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by an ALEC of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the ALEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the ALEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the ALEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the ALEC to receive notices of noncompliance, discontinue the provision of existing services to the ALEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the ALEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the ALEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the ALEC's services will be discontinued. Upon discontinuance of service on an ALEC's account, service to the ALEC's end users will be denied. BellSouth will reestablish service at the request of the end user or the ALEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

C. Deposits. BellSouth may require an ALEC to make a deposit when purchasing services pursuant to this Statement to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the ALEC from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for

the discontinuance of service for non-payment of any sums due BellSouth. In the event that an ALEC defaults on its account, service to the ALEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to the ALEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the ALEC by the accrual date.

FLORIDA SGAT
ATTACHMENT A

PRICE LIST

Statement of Generally Available Terms and Conditions
Florida Price List

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring		Non Recurring	Nonrecurring	
						First	Additional		First	Additional
A.0	***UNBUNDLED LOCAL LOOP***									
A.1	**2-WIRE ANALOG VOICE GRADE LOOP**									
	A.1.1	2-Wire Analog Voice Grade Loop - Service Level 1	1	$16.17		$83.20	$35.12		$55.97	$10.35
			2	$20.12		$83.20	$35.12		$55.97	$10.35
			3	$25.56		$83.20	$35.12		$55.97	$10.35
	A.1.2	2-Wire Analog Voice Grade Loop - Service Level 2	1	$18.48		$218.96	$136.44		$113.41	$20.58
			2	$22.43		$218.96	$136.44		$113.41	$20.58
			3	$27.87		$218.96	$136.44		$113.41	$20.58
	A.1.8	Engineering Information			$26.88					
A.2	**SUB-LOOP**									
	A.2.1	Sub-Loop Feeder Per 2-Wire Analog Voice Grade Loop	1	$10.75		$193.62	$113.00		$116.59	$26.70
			2	$11.57		$193.62	$113.00		$116.59	$26.70
			3	$13.51		$193.62	$113.00		$116.59	$26.70
	A.2.2	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop	1	$9.36		$139.20	$61.94		$98.49	$13.08
			2	$12.49		$139.20	$61.94		$98.49	$13.08
			3	$16.13		$139.20	$61.94		$98.49	$13.08
	A.2.11	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop	1	$10.12		$165.68	$88.42		$104.31	$17.15
			2	$18.29		$165.68	$88.42		$104.31	$17.15
			3	$26.09		$165.68	$88.42		$104.31	$17.15
	A.2.13	Network Interface Device Cross Connect				$11.78	$11.78			
	A.2.14	2-Wire Intrabuilding Network Cable (INC)		$3.87		$113.62	$36.36		$98.49	$13.08
	A.2.15	4-Wire Intrabuilding Network Cable (INC)		$7.32		$126.10	$48.84		$104.31	$17.15
	A.2.17	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			$711.78					
	A.2.18	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			$45.28					
	A.2.19	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			$333.44					
	A.2.20	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			$109.85					
	A.2.21	Sub-Loop - Per Cross Box Location - CLEC Distribution Facility Set-Up			$711.78					
	A.2.24	Sub-Loop - Per 4-Wire Analog Voice Grade Loop / Feeder Only	1	$23.35		$222.74	$140.22		$127.64	$32.91
			2	$27.94		$222.74	$140.22		$127.64	$32.91
			3	$40.51		$222.74	$140.22		$127.64	$32.91
	A.2.25	Sub-Loop - Per 2-Wire ISDN Digital Grade Loop / Feeder Only	1	$22.39		$219.94	$137.43		$118.79	$25.97
			2	$25.85		$219.94	$137.43		$118.79	$25.97
			3	$26.12		$219.94	$137.43		$118.79	$25.97
	A.2.29	Sub-Loop - Per 4-Wire 56 or 64 Kbps Digital Grade Loop / Feeder Only	1	$24.89		$211.32	$128.81		$127.64	$32.91
			2	$28.83		$211.32	$128.81		$127.64	$32.91
			3	$29.16		$211.32	$128.81		$127.64	$32.91
	A.2.30	Sub-Loop - Per 2-Wire Copper Loop Short / Feeder Only	1	$11.01		$175.18	$92.66		$113.67	$20.84
			2	$9.78		$175.18	$92.66		$113.67	$20.84
			3	$7.83		$175.18	$92.66		$113.67	$20.84
	A.2.32	Sub-Loop - Per 4-Wire Copper Loop Short / Feeder Only	1	$20.59		$209.61	$127.09		$119.80	$25.07
			2	$21.48		$209.61	$127.09		$119.80	$25.07
			3	$17.70		$209.61	$127.09		$119.80	$25.07
	A.2.40	Sub-Loop - Per 2-Wire Copper Loop Short / Distribution Only	1	$7.91		$139.20	$61.94		$98.49	$13.08
			2	$10.37		$139.20	$61.94		$98.49	$13.08
			3	$12.76		$139.20	$61.94		$98.49	$13.08
	A.2.42	Sub-Loop - Per 4-Wire Copper Loop Short / Distribution Only	1	$7.11		$165.68	$88.42		$104.31	$17.15
			2	$11.26		$165.68	$88.42		$104.31	$17.15
			3	$16.92		$165.68	$88.42		$104.31	$17.15
	A.2.44	Network Interface Device (NID) - 2 line				$94.50	$57.22			
	A.2.45	Network Interface Device (NID) - 6 line				$136.75	$99.47			

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring		Non Recurring	Nonrecurring	
						First	Additional		First	Additional
A.3	LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)									
	A.3.12	Unbundled Loop Concentration - System A (TR008)		$470.73		$651.05				
	A.3.13	Unbundled Loop Concentration - System B (TR008)		$55.96		$271.27				
	A.3.14	Unbundled Loop Concentration - System A (TR303)		$510.37		$651.05				
	A.3.15	Unbundled Loop Concentration - System B (TR303)		$94.30		$271.27				
	A.3.16	Unbundled Loop Concentration - DS1 Line Interface Card		$5.28		$126.61	$92.17		$31.11	$8.71
	A.3.17	Unbundled Loop Concentration - POTS Card		$2.10		$21.07	$20.96		$9.99	$9.93
	A.3.18	Unbundled Loop Concentration - ISDN (Brite Card)		$8.38		$21.07	$20.96		$9.99	$9.93
	A.3.19	Unbundled Loop Concentration - SPOTS Card		$12.46		$21.07	$20.96		$9.99	$9.93
	A.3.20	Unbundled Loop Concentration - Specials Card		$7.43		$21.07	$20.96		$9.99	$9.93
	A.3.21	Unbundled Loop Concentration - TEST CIRCUIT Card		$36.31		$21.07	$20.96		$9.99	$9.93
	A.3.22	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		$11.01		$21.07	$20.96		$9.99	$9.93
A.4	4-WIRE ANALOG VOICE GRADE LOOP									
	A.4.1	4-Wire Analog Voice Grade Loop	1	$30.20		$271.60	$189.08		$122.15	$27.42
			2	$43.01		$271.60	$189.08		$122.15	$27.42
			3	$64.20		$271.60	$189.08		$122.15	$27.42
A.5	2-WIRE ISDN DIGITAL GRADE LOOP									
	A.5.1	2-Wire ISDN Digital Grade Loop	1	$28.33		$238.33	$155.81		$111.10	$18.28
			2	$34.45		$238.33	$155.81		$111.10	$18.28
			3	$35.62		$238.33	$155.81		$111.10	$18.28
	A.5.6	Universal Digital Channel	1	$28.33		$238.33	$155.81		$111.10	$18.28
			2	$34.45		$238.33	$155.81		$111.10	$18.28
			3	$35.62		$238.33	$155.81		$111.10	$18.28
A.6	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP									
	A.6.1wLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)								
		A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	$17.56		$346.81	$208.22		$154.23	$35.23
			2	$18.81		$346.81	$208.22		$154.23	$35.23
			3	$19.21		$346.81	$208.22		$154.23	$35.23
	A.6.1woLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)								
		A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	$17.56		$213.96	$130.58		$108.29	$15.46
			2	$18.81		$213.96	$130.58		$108.29	$15.46
			3	$19.21		$213.96	$130.58		$108.29	$15.46
A.7	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP									
	A.7.1wLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)								
		A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$13.84		$364.14	$225.55		$154.23	$35.23
			2	$14.57		$364.14	$225.55		$154.23	$35.23
			3	$15.14		$364.14	$225.55		$154.23	$35.23
	A.7.1woLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)								
		A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$13.84		$231.29	$147.91		$108.29	$15.46
			2	$14.57		$231.29	$147.91		$108.29	$15.46
			3	$15.14		$231.29	$147.91		$108.29	$15.46

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

Statement of Generally Available Terms and Conditions
Florida Price List

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
A.8	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP									
	A.8.1wLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)								
		A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$22.35		$421.34	$254.71		$161.19	$26.10
			2	$22.79		$421.34	$254.71		$161.19	$26.10
			3	$24.85		$421.34	$254.71		$161.19	$26.10
	A.8.1woLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)								
		A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$22.35		$288.50	$205.12		$114.30	$19.58
			2	$22.79		$288.50	$205.12		$114.30	$19.58
			3	$24.85		$288.50	$205.12		$114.30	$19.58
A.9	4-WIRE DS1 DIGITAL LOOP									
	A.9.1	4-Wire DS1 Digital Loop	1	$92.48		$505.12	$315.18		$82.85	$21.69
			2	$119.68		$505.12	$315.18		$82.85	$21.69
			3	$194.70		$505.12	$315.18		$82.85	$21.69
	A.9.2	Sub-Loop Feeder Per 4-Wire DS1 Digital Loop	1	$56.00		$211.55	$129.04		$127.78	$33.06
			2	$80.13		$211.55	$129.04		$127.78	$33.06
			3	$156.12		$211.55	$129.04		$127.78	$33.06
A.10	4-WIRE 19, 56 OR 64 KBPS DIGITAL GRADE LOOP									
	A.10.1	4-Wire 19, 56 or 64 Kbps Digital Grade Loop	1	$33.90		$260.18	$177.66		$122.15	$27.42
			2	$44.72		$260.18	$177.66		$122.15	$27.42
			3	$50.85		$260.18	$177.66		$122.15	$27.42
A.12	CONCENTRATION PER SYSTEM PER FEATURE ACTIVATED (OUTSIDE CENTRAL OFFICE)									
	A.12.1	Unbundled Loop Concentration - System A (TR008)		$477.76		$408.22	$222.37		$236.02	$74.84
	A.12.2	Unbundled Loop Concentration - System B (TR008)		$85.12		$408.22	$222.37		$236.02	$74.84
	A.12.3	Unbundled Loop Concentration - System A (TR303)		$512.86		$408.22	$222.37		$236.02	$74.84
	A.12.4	Unbundled Loop Concentration - System B (TR303)		$120.21		$408.22	$222.37		$236.02	$74.84
	A.12.5	Unbundled Sub-loop Concentration - USLC Feeder Interface	1	$56.65		$211.55	$129.04		$127.78	$33.06
			2	$65.68		$211.55	$129.04		$127.78	$33.06
			3	$107.08		$211.55	$129.04		$127.78	$33.06
	A.12.6	Unbundled Loop Concentration - POTS Card		$2.12		$21.07	$20.96		$9.99	$9.93
	A.12.7	Unbundled Loop Concentration - ISDN (Brite Card)		$8.48		$21.07	$20.96		$9.99	$9.93
	A.12.8	Unbundled Loop Concentration - SPOTS Card		$12.61		$21.07	$20.96		$9.99	$9.93
	A.12.9	Unbundled Loop Concentration - Specials Card		$7.52		$21.07	$20.96		$9.99	$9.93
	A.12.10	Unbundled Loop Concentration - TEST CIRCUIT Card		$36.76		$21.07	$20.96		$9.99	$9.93
	A.12.11	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		$11.14		$21.07	$20.96		$9.99	$9.93

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
A.13	2-WIRE COPPER LOOP									
	A.13.1wLMU	2-Wire Copper Loop - short (Nonrecurring w/ LMU)								
		A.13.1 2-Wire Copper Loop - short	1	$17.56		$344.95	$206.36		$154.23	$35.23
			2	$18.81		$344.95	$206.36		$154.23	$35.23
			3	$19.21		$344.95	$206.36		$154.23	$35.23
	A.13.1woLMU	2-Wire Copper Loop - short (Nonrecurring w/o LMU)								
		A.13.1 2-Wire Copper Loop - short	1	$17.56		$212.10	$128.72		$108.29	$15.46
			2	$18.81		$212.10	$128.72		$108.29	$15.46
			3	$19.21		$212.10	$128.72		$108.29	$15.46
	A.13.7wLMU	2-Wire Copper Loop - long (Nonrecurring w/ LMU)								
		A.13.7 2-Wire Copper Loop - long	1	$48.79		$331.86	$193.27		$154.23	$35.23
			2	$58.13		$331.86	$193.27		$154.23	$35.23
			3	$71.17		$331.86	$193.27		$154.23	$35.23
	A.13.7woLMU	2-Wire Copper Loop - long (Nonrecurring w/o LMU)								
		A.13.7 2-Wire Copper Loop - long	1	$48.79		$199.01	$115.63		$108.29	$15.46
			2	$58.13		$199.01	$115.63		$108.29	$15.46
			3	$71.17		$199.01	$115.63		$108.29	$15.46
	A.13.12	2-Wire Unbundled Copper Loop - Non Design	1	$18.51		$85.76	$45.23		$44.02	$8.59
			2	$20.24		$85.76	$45.23		$44.02	$8.59
			3	$20.70		$85.76	$45.23		$44.02	$8.59
A.14	4-WIRE COPPER LOOP									
	A.14.1wLMU	4-Wire Copper Loop - short (Nonrecurring w/ LMU)								
		A.14.1 4-Wire Copper Loop - short	1	$25.56		$393.38	$254.79		$161.19	$39.76
			2	$30.53		$393.38	$254.79		$161.19	$39.76
			3	$32.24		$393.38	$254.79		$161.19	$39.76
	A.14.1woLMU	4-Wire Copper Loop - short (Nonrecurring w/o LMU)								
		A.14.1 4-Wire Copper Loop - short	1	$25.56		$260.53	$177.15		$114.30	$19.58
			2	$30.53		$260.53	$177.15		$114.30	$19.58
			3	$32.24		$260.53	$177.15		$114.30	$19.58
	A.14.7wLMU	4-Wire Copper Loop - long (Nonrecurring w/ LMU)								
		A.14.7 4-Wire Copper Loop - long	1	$82.70		$380.29	$241.70		$161.19	$39.76
			2	$119.02		$380.29	$241.70		$161.19	$39.76
			3	$147.54		$380.29	$241.70		$161.19	$39.76
	A.14.7woLMU	4-Wire Copper Loop - long (Nonrecurring w/o LMU)								
		A.14.7 4-Wire Copper Loop - long	1	$82.70		$247.44	$164.06		$114.30	$19.58
			2	$119.02		$247.44	$164.06		$114.30	$19.58
			3	$147.54		$247.44	$164.06		$114.30	$19.58
A.15	UNBUNDLED NETWORK TERMINATING WIRE (NTW)									
	A.15.1	Unbundled Network Terminating Wire (NTW) per Pair		$.4555	$65.35					

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring		Non Recurring	Nonrecurring	
						First	Additional		First	Additional
A.16	HIGH CAPACITY UNBUNDLED LOCAL LOOP									
	A.16.1	High Capacity Unbundled Local Loop - DS3 - Facility Termination		$404.58		$903.37	$528.05		$221.46	$154.90
	A.16.2	High Capacity Unbundled Local Loop - DS3 - Per Mile		$11.77						
	A.16.4	High Capacity Unbundled Local Loop - OC3 - Facility Termination		$646.60		$966.45	$408.85		$111.56	$108.34
	A.16.5	High Capacity Unbundled Local Loop - OC3 - Per Mile		$8.93						
	A.16.7	High Capacity Unbundled Local Loop - OC12 - Facility Termination		$2,053.06		$1,183.46	$408.85		$111.56	$108.34
	A.16.8	High Capacity Unbundled Local Loop - OC12 - Per Mile		$10.99						
	A.16.10	High Capacity Unbundled Local Loop - OC48 - Facility Termination		$1,685.97		$1,183.46	$408.85		$111.56	$108.34
	A.16.11	High Capacity Unbundled Local Loop - OC48 - Per Mile		$36.04						
	A.16.13	*High Capacity Unbundled Local Loop - OC48 - Interface OC12 on OC48*		$587.71		$543.72	$312.05		$111.56	$108.34
	A.16.15	High Capacity Unbundled Local Loop - STS-1 - Facility Termination		$446.09		$903.37	$528.05		$221.46	$154.90
	A.16.16	High Capacity Unbundled Local Loop - STS-1 - Per Mile		$11.77						
A.17	LOOP CONDITIONING									
	A.17.1	Unbundled Loop Modification - Load Coil / Equipment Removal - short			$65.40					
	A.17.2	Unbundled Loop Modification - Load Coil / Equipment Removal - long			$341.63					
	A.17.3	Unbundled Loop Modification - Bridged Tap Removal			$65.44					
	A.17.5	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Load Coil/Equipment Removal				$357.81	$8.15			
	A.17.6	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Bridged Tap Removal				$562.71	$10.19			
A.18	MULTIPLEXERS									
	A.18.1	Channelization - Channel System DS1 to DS0		$153.60		$182.14	$125.18		$19.52	$18.14
	A.18.2	Interface Unit - Interface DS1 to DS0 - OCU-DP Card		$2.20		$13.16	$9.43			
	A.18.3	Interface Unit - Interface DS1 to DS0 - BRITE Card		$3.83		$13.16	$9.43			
	A.18.4	Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1.45		$13.16	$9.43			
	A.18.5	Channelization - Channel System DS3 to DS1		$220.97		$356.40	$188.00		$61.64	$58.98
	A.18.6	Interface Unit - Interface DS3 to DS1		$14.40		$13.16	$9.43			
A.19	LOOP TESTING BEYOND VOICE GRADE									
	A.19.1	Loop Testing Beyond VG - Basic per 1/2 hour				$122.47	$58.83			
	A.19.2	Loop Testing Beyond VG - Overtime per 1/2 hour				$160.22	$77.19			
	A.19.3	Loop Testing Beyond VG - Premium per 1/2 hour				$197.97	$95.56			
B.0	***UNBUNDLED LOCAL EXCHANGE PORTS AND FEATURES***									
B.1	EXCHANGE PORTS									
	B.1.1	Exchange Ports - 2-Wire Analog Line Port (Res., Bus., Centrex, Coin)		$1.62		$4.76	$4.54		$2.76	$2.59
	B.1.2	Exchange Ports - 4-Wire Analog Voice Grade Port		$8.74		$4.76	$4.54		$2.82	$2.64
	B.1.3	Exchange Ports - 2-Wire DID Port		$9.38		$248.44	$37.49		$113.28	$7.12
	B.1.4	Exchange Ports - DDITS Port		$63.31		$413.93	$191.44		$137.29	$4.65
	B.1.5	Exchange Ports - 2-Wire ISDN Port		$10.20		$155.34	$106.00		$93.37	$20.98
	B.1.6	Exchange Ports - 4-Wire ISDN DS1 Port		$95.39		$417.51	$203.18		$149.75	$37.93
	B.1.7	Exchange Ports - 2-Wire Analog Line Port (PBX)		$1.62		$62.56	$29.70		$26.37	$1.69
B.4	FEATURES									
	B.4.10	Centrex Functionality		$.8903						
	B.4.13	Features per port		$3.40						
C.0	***UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION***									
C.1	END OFFICE SWITCHING									
	C.1.1	End Office Switching Function, Per MOU		$.0008846						
	C.1.2	End Office Trunk Port - Shared, Per MOU		$.0001893						

Notes:
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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
C.2	**TANDEM SWITCHING**									
	C.2.1	Tandem Switching Function Per MOU		$.0001522						
	C.2.2	Tandem Trunk Port - Shared, Per MOU		$.0002713						
D.0	***UNBUNDLED TRANSPORT AND LOCAL INTEROFFICE TRANSPORT***									
D.1	**COMMON TRANSPORT**									
	D.1.1	Common Transport - Per Mile, Per MOU		$.0000039						
	D.1.2	Common Transport - Facilities Termination Per MOU		$.0004579						
D.2	**INTEROFFICE TRANSPORT - DEDICATED - VOICE GRADE**									
	D.2.1	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098						
	D.2.2	Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		$26.52		$81.09	$54.83		$31.01	$12.78
D.3	**INTEROFFICE TRANSPORT - DEDICATED - DS0 - 56/64 KBPS**									
	D.3.1	Interoffice Transport - Dedicated - DS0 - Per Mile		$.0098						
	D.3.2	Interoffice Transport - Dedicated - DS0 - Facility Termination		$19.31		$81.11	$54.83		$31.01	$12.78
D.4	**INTEROFFICE TRANSPORT - DEDICATED - DS1**									
	D.4.1	Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	D.4.2	Interoffice Transport - Dedicated - DS1 - Facility Termination		$92.62		$178.59	$163.66		$30.30	$26.76
D.5	**LOCAL CHANNEL - DEDICATED**									
	D.5.1	Local Channel - Dedicated - 2-Wire Voice Grade	1	$29.33		$386.34	$66.36		$67.91	$5.92
			2	$35.02		$386.34	$66.36		$67.91	$5.92
			3			$386.34	$66.36		$67.91	$5.92
	D.5.2	Local Channel - Dedicated - 4-Wire Voice Grade	1	$30.50		$387.21	$67.22		$68.78	$6.79
			2	$36.18		$387.21	$67.22		$68.78	$6.79
			3			$387.21	$67.22		$68.78	$6.79
	D.5.7	Local Channel - Dedicated - DS3 - Per Mile		$9.16						
	D.5.8	Local Channel - Dedicated - DS3 - Facility Termination		$556.27		$903.37	$528.05		$221.46	$154.90
	D.5.10	Local Channel - Dedicated - OC3 - Per Mile		$7.69						
	D.5.11	Local Channel - Dedicated - OC3 - Facility Termination		$933.43		$966.45	$408.85		$111.56	$108.34
	D.5.13	Local Channel - Dedicated - OC12 - Per Mile		$10.99						
	D.5.14	Local Channel - Dedicated - OC12 - Facility Termination		$2,733.10		$1,183.46	$408.85		$111.56	$108.34
	D.5.16	Local Channel - Dedicated - OC48 - Per Mile		$36.04						
	D.5.17	Local Channel - Dedicated - OC48 - Facility Termination		$1,929.99		$1,183.46	$408.85		$111.56	$108.34
	D.5.19	Local Channel - Dedicated - OC48 - Interface OC12 on OC48		$581.95		$543.72	$312.05		$111.56	$108.34
	D.5.21	Local Channel - Dedicated - STS-1 - Facility Termination		$565.48		$903.37	$528.05		$221.46	$154.90
	D.5.23	Local Channel - Dedicated - STS-1 -Per Mile		$9.16						
	D.5.24	Local Channel - Dedicated - DS1	1	$43.53		$355.08	$307.54		$41.13	$28.28
			2	$58.19		$355.08	$307.54		$41.13	$28.28
			3	$108.24		$355.08	$307.54		$41.13	$28.28
D.6	**INTEROFFICE TRANSPORT - DEDICATED - DS3**									
	D.6.1	Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17						
	D.6.2	Interoffice Transport - Dedicated - DS3 - Facility Termination		$1,121.93		$557.69	$325.61		$111.56	$108.34
D.7	**INTEROFFICE TRANSPORT - DEDICATED - OC3**									
	D.7.1	Interoffice Transport - Dedicated - OC3 - Per Mile		$8.24						
	D.7.2	Interoffice Transport - Dedicated - OC3 - Facility Termination		$3,020.08		$869.65	$312.05		$111.56	$108.34
D.8	**INTEROFFICE TRANSPORT - DEDICATED - OC12**									
	D.8.1	Interoffice Transport - Dedicated - OC12 - Per Mile		$26.45						

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Cost Ref. No.	Description	Zone	Recurring	INSTALLATION			DISCONNECT		
				Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
D.8.2	Interoffice Transport - Dedicated - OC12 - Facility Termination		$11,599.14		$1,086.66	$312.05		$111.56	$108.34

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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
D.9	INTEROFFICE TRANSPORT - DEDICATED - OC48									
	D.9.1	Interoffice Transport - Dedicated - OC48 - Per Mile		$34.07						
	D.9.2	Interoffice Transport - Dedicated - OC48 - Facility Termination		$12,460.76		$1,086.66	$312.05		$111.56	$108.34
	D.9.4	Interoffice Transport - Dedicated - OC48 - Interface OC12 on OC48		$1,199.42		$543.72	$312.05		$111.56	$108.34
D.10	INTEROFFICE TRANSPORT - DEDICATED - STS-1									
	D.10.1	Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17						
	D.10.2	Interoffice Transport - Dedicated - STS-1 - Facility Termination		$1,105.98		$557.69	$325.61		$111.56	$108.34
D.12	INTEROFFICE TRANSPORT - DEDICATED - 4-WIRE VOICE GRADE									
	D.12.1	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		$.0098						
	D.12.2	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination		$23.64		$81.09	$54.83		$31.01	$12.78
E.0	*SIGNALING NETWORK, DATA BASES, & SERVICE MANAGEMENT SYSTEMS*									
E.1	800 ACCESS TEN DIGIT SCREENING									
	E.1.1	800 Access Ten Digit Screening, Per Call		$.0006531						
	E.1.2	800 Access Ten Digit Screening, Reservation Charge Per 800 Number Reserved				$5.16	$.88			
	E.1.3	800 Access Ten Digit Screening, Per 800 No. Established W/O POTS Translations				$11.88	$1.61		$9.14	$1.08
	E.1.4	800 Access Ten Digit Screening, Per 800 No. Established With POTS Translations				$11.88	$1.61		$9.14	$1.08
	E.1.5	800 Access Ten Digit Screening, Customized Area of Service Per 800 Number				$5.16	$2.58			
	E.1.6	800 Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 800 No.				$6.04	$3.46			
	E.1.7	800 Access Ten Digit Screening, Change Charge Per Request				$6.04	$.88			
	E.1.8	800 Access Ten Digit Screening, Call Handling and Destination Features				$5.16				
	E.1.9	800 Access Ten Digit Screening, w/ 8FL No. Delivery		$.0006531						
	E.1.10	800 Access Ten Digit Screening, w/ POTS No. Delivery		$.0006531						
E.2	LINE INFORMATION DATA BASE ACCESS (LIDB)									
	E.2.1	LIDB Common Transport Per Query		$.0000234						
	E.2.2	LIDB Validation Per Query		$.0137460						
	E.2.3	LIDB Originating Point Code Establishment or Change			$68.66			$84.19		
E.3	CCS7 SIGNALING TRANSPORT									
	E.3.1	CCS7 Signaling Connection, Per 56Kbps Facility		$18.78	$71.08			$32.88		
	E.3.2	CCS7 Signaling Termination, Per STP Port		$154.51						
	E.3.3	CCS7 Signaling Usage, Per Call Setup Message		$.0000166						
	E.3.4	CCS7 Signaling Usage, Per TCAP Message		$.0000666						
	E.3.7	CCS7 Signaling Connection, Per link (A link)		$18.78						
	E.3.8	CCS7 Signaling Connection, Per link (B link) (also known as D link)		$18.78						
	E.3.9	CCS7 Signaling Usage, Per ISUP Message		$.0000166						
	E.3.10	CCS7 Signaling Usage Surrogate, per link		$761.79						
	E.3.11	CCS7 Signaling Point Code, Establishment or Change, per STP affected			$58.04			$71.16		

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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
E.4	BELLSOUTH CALLING NAME (CNAM) DATABASE (DB) SERVICE									
	E.4.1	CNAM for DB Owners - Service Establishment, Manual				$45.92			$42.22	
	E.4.2	CNAM for Non DB Owners - Service Establishment, Manual				$45.92			$42.22	
	E.4.3	CNAM for DB Owners Service Provisioning with Point Code Establishment				$1,982.41	$1,466.16		$538.03	$395.61
	E.4.4	CNAM for Non DB Owners Service Provisioning with Point Code Establishment				$684.89	$490.44		$550.69	$395.61
	E.4.5	CNAM for DB and Non DB Owners, Per Query		$.0010353						
E.5	BELLSOUTH ACCESS TO E911 SERVICE									
	E.5.1	BellSouth E911 Access - Local Channel - Dedicated - 2-wire Voice Grade (Same as D.5.1)	1	$29.33		$386.34	$66.36		$67.91	$5.92
			2	$35.02		$386.34	$66.36		$67.91	$5.92
			3			$386.34	$66.36		$67.91	$5.92
	E.5.2	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Mile (Same as D.2.1)		$.0098						
	E.5.3	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Facility Termination (Same as D.2.2)		$26.52		$81.09	$54.83		$31.01	$12.78
	E.5.4	BellSouth E911 Access - Local Channel - Dedicated - DS1 (Same as D.5.24)	1	$43.53		$355.08	$307.54		$41.13	$28.28
			2	$58.19		$355.08	$307.54		$41.13	$28.28
			3	$108.24		$355.08	$307.54		$41.13	$28.28
	E.5.5	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Mile (Same as D.4.1)		$.2000						
	E.5.6	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Facility Termination (Same as D.4.2)		$92.62		$178.59	$163.66		$30.30	$26.76
E.6	LNP QUERY SERVICE									
	E.6.1	LNP Cost Per query		$.0008720						
	E.6.2	LNP Service Establishment Manual				$25.04			$23.03	
	E.6.3	LNP Service Provisioning with Point Code Establishment				$1,187.38	$606.60		$538.03	$395.61
G.0	*SELECTIVE ROUTING*									
G.9	SELECTIVE ROUTING (INTERIM SOLUTION LINE CLASS CODES)									
	G.9.1	Selective Routing Per Unique Line Class Code Per Request Per Switch			$169.46			$28.23		
G.11	SELECTIVE CARRIER ROUTING (AIN SOLUTION)									
	G.11.1	Service Establishment per CLEC			$202,270.80			$17,188.36		
	G.11.2	Service Establishment per End Office			$341.01			$3.39		
	G.11.4	Query Cost		$.0034057						

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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
H.0	*COLLOCATION*									
H.1	PHYSICAL COLLOCATION									
	H.1.1	Physical Collocation - Application Cost			$3,760.00			$1.01		
	H.1.46	Physical Collocation - Application Cost - Subsequent			$3,134.00					
	H.1.41	Space Preparation - C.O. Modification per square ft.		$2.56						
	H.1.42	Space Preparation - Common Systems Modification per sq ft. - Cageless		$2.85						
	H.1.43	Space Preparation - Common Systems Modification - per Cage		$96.92						
	H.1.45	Firm Order Processing			$1,202.00					
	H.1.23	Physical Collocation - Welded Wire Cage First 100 Sq. Ft.		$204.33						
	H.1.24	Physical Collocation - Welded Wire Cage Addn'l 50 Sq. Ft.		$20.04						
	H.1.5	Physical Collocation - Cable Installation Cost per Cable			$1,744.00			$45.00		
	H.1.6	Physical Collocation - Floor Space per Sq. Ft		$8.47						
	H.1.7	Physical Collocation - Cable Support Structure per Entrance Cable		$19.86						
	H.1.8	Physical Collocation - Power, per Fused AMP		$8.72						
	H.1.50	Physical Collocation - 120V, Single Phase Standby Pwr Cost		$5.56						
	H.1.51	Physical Collocation - 240V, Single Phase Standby Pwr / AC Breaker AMP		$11.14						
	H.1.52	Physical Collocation - 120V, Three Phase Standby Pwr/ AC Breaker AMP		$16.70						
	H.1.53	Physical Collocation - 277V, Three Phase Standby Pwr/ AC Breaker AMP		$38.57						
	H.1.9	Physical Collocation - 2-Wire Cross-Connects		$0.0321		$24.60	$23.60		$11.73	$10.58
	H.1.10	Physical Collocation - 4-Wire Cross-Connects		$0.064		$24.79	$23.74		$11.99	$10.76
	H.1.11	Physical Collocation - DS1 Cross-Connects		$1.38		$44.07	$31.86		$12.03	$10.87
	H.1.12	Physical Collocation - DS3 Cross-Connects		$17.61		$41.79	$30.40		$13.85	$11.11
	H.1.13	Physical Collocation - 2 Wire POT Bay		$0.1053						
	H.1.14	Physical Collocation - 4 Wire POT Bay		$0.2107						
	H.1.15	Physical Collocation - DS1 POT Bay		$1.49						
	H.1.16	Physical Collocation - DS3 POT Bay		$13.26						
	H.1.31	Physical Collocation - 2-Fiber Cross-Connects		$3.49		$41.79	$30.41		$13.86	$11.11
	H.1.32	Physical Collocation - 4-Fiber Cross-Connects		$6.20		$51.11	$39.73		$18.23	$15.48
	H.1.33	Physical Collocation - 2-Fiber POT Bay		$45.28						
	H.1.34	Physical Collocation - 4-Fiber POT Bay		$61.06						
	H.1.17	Physical Collocation - Security Escort - Basic per Half Hour				$33.86	$21.45			
	H.1.18	Physical Collocation - Security Escort - Overtime per Half Hour				$44.11	$27.72			
	H.1.19	Physical Collocation - Security Escort - Premium per Half Hour				$54.35	$33.98			
	H.1.37	Security Access System - Security System per Central Office Premises per assignable square foot		$0.0113						
	H.1.38	Security Access System - New Access Card Activation, per card		$0.0592	$55.59					
	H.1.39	Security Access System - Administrative Charge, Existing Card, per Card			$15.59					
	H.1.40	Access Card, Replace lost or stolen card, per card			$45.58					
	H.1.54	Security Access - Initial Key, per Key			$26.20					
	H.1.55	Security Access - Key, Replace Lost or Stolen Key, per Key			$26.20					
	H.1.47	Space Availability Report per C.O.			$2,151.00					

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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
H.2	VIRTUAL COLLOCATION									
		Virtual Colloation - Application Fee/Planning Fee Initial Request			$4,122.00					
		Virtual Colloation - Application Fee/Planning Fee Additional Cable Request			$1,249.00					
		Virtual Colloation - Floor Space/Land and Building, per sq. ft.		$4.25						
		Virtual Colloation - Cable Installation, per Cable		$12.45	$965.00					
		Virtual Colloation - Cable Rack, per 1/4 Rack		$2.24						
		Virtual Colloation - Power, per Amp		$6.95						
		Virtual Colloation - Cross Connects								
		2-Wire, per 100 Circuits		$5.02	$1,157.00					
		4-Wire, per 100 Circuits		$5.02	$1,157.00					
		DS1 - DCS, per 28 Circuits		$226.39	$1,950.00					
		DS1 - DSX, per 28 Circuits		$11.51	$1,950.00					
		DS3 - DCS, per Circuit		$56.97	$528.00					
		DS3 - DSX per Circuit		$10.06	$528.00					
		Fiber Cross Connect, per Connection		$6.71	$2,431.00					
		Virtual to Virtual Connection								
		Fiber, per Cable		$0.19	$526.17					
		DS1/DS3, per Cable		$0.17	$134.46					
		Virtual Collocation Equipment Maintenance and Security Escort								
		Regular Time, per 1/4 Hour			$10.89					
		Overtime, per 1/4 Hour			$13.64					
		Premium Time, per 1/4 Hour			16.40					
H.3	ASSEMBLY POINT									
	H.3.1	Assembly Point: 2-Wire Cross Connects		$0.8956		$24.60	$23.60		$11.73	$10.58
	H.3.2	Assembly Point: 4-Wire Cross Connects		$1.79		$24.79	$23.74		$11.99	$10.76
	H.3.3	Assembly Point: DS-1 Cross Connects		$12.23		$44.07	$31.86		$12.03	$10.87
H.4	ADJACENT COLLOCATION									
	H.4.1	Adjacent Collocation - Space Cost per Sq. Ft.		$0.1809						
	H.4.2	Adjacent Collocation - Electrical Facility Cost per Linear Ft.		$5.96						
	H.4.3	Adjacent Collocation - 2-Wire Cross-Connects		$0.0248		$24.60	$23.60		$11.73	$10.58
	H.4.4	Adjacent Collocation - 4-Wire Cross-Connects		$0.0497		$24.79	$23.74		$11.99	$10.76
	H.4.5	Adjacent Collocation - DS1 Cross-Connects		$1.28		$44.07	$31.86		$12.03	$10.87
	H.4.6	Adjacent Collocation - DS3 Cross-Connects		$17.35		$41.79	$30.40		$13.85	$11.11
	H.4.7	Adjacent Collocation - 2-Fiber Cross-Connects		$2.94		$41.79	$30.41		$13.86	$11.11
	H.4.8	Adjacent Collocation - 4-Fiber Cross-Connects		$5.62		$51.11	$39.73		$18.23	$15.48
	H.4.16	Adjacent Collocation - 120V, Single Phase Standby Power Cost		$5.56						
	H.4.17	Adjacent Collocation - 240V, Single Phase Standby Pwr/ AC Breaker AMP		$11.14						
	H.4.18	Adjacent Collocation - 120V, Three Phase Standby Pwr / AC Breaker AMP		$16.70						
	H.4.19	Adjacent Collocation - 277V, Three Phase Standby Pwr/ AC Breaker AMP		$38.57						
	H.4.9	Adjacent Collocation - Application Cost			$3,154.00			$1.01		
	H.1.7	Adjacent Collocation - Cable Support Structure per Entrance Cable		$19.86						
H.6	PHYSICAL COLLOCATION IN THE REMOTE TERMINAL (RT) B538									
	H.6.1	Physical Collocation in the RT - Application Fee			$615.61			$327.59		
	H.6.2	Physical Collocation in the Remote Terminal (RT) per Bay / Rack:		$233.38						
	H.6.3	Physical Collocation in the RT - Security Access - Key			$26.20					
	H.6.4	Physical Collocation in the RT - Space Availability Report per premises requested			$231.82					
	H.6.5	Physical Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			$75.13					

Notes:
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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
H.7	COLLOCATION CABLE RECORDS									
	H.7.1	Collocation Cable Records - per cable record				$1,519.00	$976.57		$266.08	$266.08
	H.7.2	Collocation Cable Records - VG/DS0 Cable, per cable record				$654.05	$654.05		$378.36	$378.36
	H.7.3	Collocation Cable Records - VG/DS0 Cable, per each 100 pair				$9.62	$9.62		$11.80	$11.80
	H.7.4	Collocation Cable Records - DS1, per T1TIE				$4.50	$4.50		$5.52	$5.52
	H.7.5	Collocation Cable Records - DS3, per T3TIE				$15.76	$15.76		$19.32	$19.32
	H.7.6	Collocation Cable Records - Fiber Cable, per cable record				$169.04	$169.04		$154.31	$154.31
H.8	VIRTUAL COLLOCATION IN THE REMOTE TERMINAL (RT)									
	H.8.1	Virtual Collocation in the RT - Application Fee			$615.61			$327.59		
	H.8.2	Virtual Collocation in the Remote Terminal (RT) per Bay / Rack:		$233.38						
	H.8.3	Virtual Collocation in the RT - Space Availability Report per premises requested			$231.82					
	H.8.4	Virtual Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			$75.13					
J.0	OTHER									
J.1	DARK FIBER									
	J.1.2	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Local Channel/Loop		$58.35		$1,278.62	$275.82		$587.64	$366.34
	J.1.3	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Interoffice		$28.82		$1,278.62	$275.82		$587.64	$366.34
J.3	LOOP MAKE UP									
	J.3.1	Mechanized Loop Make up		$.6888						
	J.3.3	Manual Loop Make-up w/o Facility Reservation Number			$132.82					
	J.3.4	Manual Loop Make-up w/ Facility Reservation Number			$138.61					
J.4	LINE SHARING SPLITTER - DATA									
	J.4.1	Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)		$201.46	$377.72			$346.60		
	J.4.2	Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)		$50.37	$377.72			$346.60		
	J.4.3	Line Sharing Splitter - per Line Activation in the Central Office (LSOD)		$0.61		$37.02	$21.20		$19.49	$9.57
	J.4.4	Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)				$32.78	$16.38			
	J.4.6	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office - per LSOD			$115.29			$85.97		
	J.4.7	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office - per occurrence of each group of 24 lines (48 pairs)			$57.72			$11.09		
J.5	ACCESS TO THE DCS									
	J.5.1	Customer Reconfiguration Establishment				$2.95			$3.41	
	J.5.2	DS1 DCS Termination with DS0 Switching		$28.51		$51.10	$39.33		$30.82	$24.79
	J.5.3	DS1 DCS Termination with DS1 Switching		$12.14		$36.94	$25.16		$22.63	$16.60
	J.5.4	DS3 DCS Termination with DS1 Switching		$153.17		$51.10	$39.33		$30.82	$24.79

Notes:
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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring		Non Recurring	Nonrecurring	
						First	Additional		First	Additional
K.0	***ADVANCED INTELLIGENT NETWORK (AIN) SERVICES***									
K.1	**BELLSOUTH AIN SMS ACCESS SERVICE**									
	K.1.1	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			$78.90			$81.39		
	K.1.2	AIN SMS Access Service - Port Connection - Dial/Shared Access			$15.66			$18.18		
	K.1.3	AIN SMS Access Service - Port Connection - ISDN Access			$15.66			$18.18		
	K.1.4	AIN SMS Access Service - User Identification Codes - Per User ID Code			$70.03			$54.13		
	K.1.5	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			$83.79			$23.42		
	K.1.6	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)		$.0030						
	K.1.7	AIN SMS Access Service - Session, Per Minute		$.8102						
	K.1.8	AIN SMS Access Service - Company Performed Session, Per Minute		$.8348						
K.2	**BELLSOUTH AIN TOOLKIT SERVICE**									
	K.2.1	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			$78.90			$81.39		
	K.2.2	AIN Toolkit Service - Training Session, Per Customer			$8,407.34					
	K.2.3	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt			$15.66			$18.17		
	K.2.4	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay			$15.66			$18.17		
	K.2.5	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate			$15.66			$18.17		
	K.2.6	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP			$68.95			$28.72		
	K.2.7	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			$68.95			$28.72		
	K.2.8	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code			$68.95			$28.72		
	K.2.9	AIN Toolkit Service - Query Charge, Per Query		$.0549426						
	K.2.10	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query		$.0067157						
	K.2.11	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes		$.07						
	K.2.12	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		$12.23	$15.66			$11.01		
	K.2.13	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		$3.89	$17.32					
	K.2.14	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription		$8.48	$15.66			$11.01		
	K.2.15	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		$.13	$17.32					
L.0	***ACCESS DAILY USAGE FILE (ADUF)***									
L.1	**ACCESS DAILY USAGE FILE (ADUF)**									
	L.1.1	ADUF, Message Processing, per message		$.014367						
	L.1.3	ADUF, Data Transmission (CONNECT:DIRECT), per message		$.00012975						
M.0	***DAILY USAGE FILES***									
M.1	**ENHANCED OPTIONAL DAILY USAGE FILE**									
	M.1.1	Enhanced Optional Daily usage File: Message Processing, Per Message		$.228759						
M.2	**OPTIONAL DAILY USAGE FILE**									
	M.2.1	Optional Daily Usage File: Recording, per Message		$.0000082						
	M.2.2	Optional Daily Usage File: Message Processing, Per Message		$.006814						
	M.2.3	Optional Daily Usage File: Message Processing, Per Magnetic Tape Provisioned		$48.78						
	M.2.4	Optional Daily Usage File: Data Transmission (CONNECT:DIRECT), Per Message		$.00010812						
N.0	***NONRECURRING COSTS***									
N.1	**SERVICE ORDER**									
	N.1.1	Electronic Service Order, per local service request			$2.75			$0.42		
	N.1.2	Manual Service Order, per local service request			$21.56			$3.84		
	N.1.5	Order Coordination			$16.31					
	N.1.6	Order Coordination for Specified Conversion Time			$36.18					

Notes:
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Statement of Generally Available Terms and Conditions
Florida Price List

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring		Non Recurring	Nonrecurring	
						First	Additional		First	Additional
P.0	UNBUNDLED LOOP COMBINATIONS									
	NOTE: New (not currently combined) loop/transport (EEL) combinations are only available in Miami, Ft. Lauderdale and Orlando MSAs in Zone Density 1 for customers with four or more lines.									
P.1	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES, BUS, COIN, CENTREX, PBX)									
	P.1.RESBUS	2-Wire VG Loop/Port Combo (Res, Bus, Coin) - switch-as-is	1	$16.25		$.1964	$.1964			
			2	$19.86		$.1964	$.1964			
			3	$25.60		$.1964	$.1964			
	P.1.PBX	2-Wire VG Loop/Port Combo (PBX) - switch-as-is	1	$16.25		$15.82	$3.80			
			2	$19.86		$15.82	$3.80			
			3	$25.60		$15.82	$3.80			
	P.1.CENTREX	2-Wire VG Loop/Port Combo (Centrex) - switch-as-is	1	$17.14		$85.47	$33.37			
			2	$20.75		$85.47	$33.37			
			3	$26.49		$85.47	$33.37			
	P.1.17	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group			$14.64					
P.3	2-WIRE VOICE GRADE LOOP WITH 2-WIRE DID TRUNK PORT									
	P.3	2-Wire VG Loop/2-Wire DID Trunk Port - switch-as-is	1	$27.84		$14.62	$3.73			
			2	$31.79		$14.62	$3.73			
			3	$37.23		$14.62	$3.73			
	P.3.7	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			$53.57					
P.4	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT									
	P.4	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - switch-as-is	1	$30.99		$86.79	$54.04			
			2	$36.41		$86.79	$54.04			
			3	$39.30		$86.79	$54.04			
P.5	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT									
	P.5	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - switch-as-is	1	$187.87		$247.97	$157.17			
			2	$215.07		$247.97	$157.17			
			3	$290.08		$247.97	$157.17			
	P.5.5	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Channel Activation - Per Channel			$29.06					
	P.5.6	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward/2-Way Telephone Numbers			$.9804					
	P.5.7	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Outward Telephone Numbers			$23.02					
	P.5.8	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward Telephone Numbers			$46.05					

Notes:
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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
P.6		**EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT**								
	P.6-1	First 2W VG in DS1	1	$266.14						
			2	$270.09						
			3	$275.53						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 2-wire VG Loop with Dedicated DS1 Interoffice Transport - **See Note on page 13**				$625.63	$342.38		$150.32	$45.80
	P.6-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.6-3	Additional 2W VG in same DS1	1	$19.93						
			2	$23.87						
			3	$29.32						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
P.7		**EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT**								
	P.7-1	First 4W VG in DS1	1	$277.86						
			2	$290.67						
			3	$311.86						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-wire VG Loop with Dedicated DS1 Interoffice Transport - **See Note on page 13**				$625.63	$342.38		$150.32	$45.80
	P.7-2	Per Mile								
	P.7-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.7-3	Additional 4W VG in same DS1	1	$31.65						
			2	$44.45						
			3	$65.64						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			

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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring		Non Recurring	Nonrecurring	
						First	Additional		First	Additional
P.8	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT									
	P.8-1	First 4W 56 / 64 in DS1	1	$282.32						
			2	$293.13						
			3	$299.27						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-wire 56 or 64 Kbps Loop with Dedicated DS1 Interoffice Transport - **See Note pn page 13**				$625.63	$342.38		$150.32	$45.80
	P.8-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.8-3	Additional 4W 56 / 64 in same DS1	1	$36.10						
			2	$46.92						
			3	$53.05						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
P.11	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT									
	P.11-1	Fixed	1	$185.10						
			2	$212.30						
			3	$287.31						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport - **See Note on page 13**				$644.46	$421.86		$154.33	$57.41
	P.11-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
P.13	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT									
	P.13-1	First DS1 in DS3	1	$1,449.79						
			2	$1,476.98						
			3	$1,552.00						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport - **See Note on page 13**				$1,192.63	$565.26		$166.14	$69.04
	P.13-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17						
	P.13-3	Additional DS1 in same DS3	1	$106.89						
			2	$134.08						
			3	$209.10						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			

Notes:
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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
P.15	4-WIRE DS1 DIGITAL LOOP WITH DDITS PORT									
	P.15	4-Wire DS1 Digital Loop with DDITS Port - switch-as-is	1	$155.79		$268.82	$134.07			
			2	$182.98		$268.82	$134.07			
			3	$258.00		$268.82	$134.07			
	P.15.5	4-Wire DS1 Digital Loop / DDITS Trunk Port Combination -Subsequent Channel Activation - Per Channel			$28.96					
P.16	2-WIRE LOOP/ 2 WIRE VOICE GRADE IO TRANSPORT/ 2 WIRE PORT									
	P.16-1	Fixed - Switch-as-is	1	$46.62		$16.97	$3.73			
			2	$50.57		$16.97	$3.73			
			3	$56.01		$16.97	$3.73			
	P.16-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098						
P.23	EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT									
	P.23-1	Fixed	1	$45.00						
			2	$48.95						
			3	$54.39						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - 2-wire VG Extended Loop with 2-wire VG Interoffice Transport - NEW				$343.67	$178.91		$146.42	$43.08
	P.23-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098						
P.24	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT									
	P.24-1	Fixed	1	$53.85						
			2	$66.65						
			3	$87.84						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-wire VG Loop with 4-wire VG Interoffice Transport - **See Note on page 13**				$343.67	$178.91		$146.42	$43.08
	P.24-2	D.12.1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		$.0098						
P.25	EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT									
	P.25-1	Fixed		$1,526.51						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended DS3 Digital Loop with Dedicated DS3 Interoffice Transport - ***See Note on page 13***				$999.53	$508.21		$176.22	$83.03
	P.25-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17						
	P.25-3	A.16.2 High Capacity Unbundled Local Loop - DS3 - Per Mile		$11.77						

Notes:
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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
P.26		**EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT**								
	P.26-1	Fixed		$1,552.07						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended STS1 Digital Loop with Dedicated STS1 Interoffice Transport - **See Note on page 13**				$999.53	$508.21		$176.22	$83.03
	P.26-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17						
	P.26-3	A.16.16 High Capacity Unbundled Local Loop - STS-1 - Per Mile		$11.77						
P.50		**4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT**								
	P.50.VG-1	First Voice Grade in DS1 - Switch-as-is	1	$218.41		$310.80	$16.72			
			2	$245.61		$310.80	$16.72			
			3	$320.62		$310.80	$16.72			
	P.50.VG-2	Additional Voice Grade in same DS1		$2.29						
	P.50.DID-1	First 2-Wire DID in DS1 - Switch-as-is	1	$226.18		$310.80	$16.72			
			2	$253.37		$310.80	$16.72			
			3	$328.39		$310.80	$16.72			
	P.50.DID-2	Additional 2-Wire DID in same DS1		$10.05						
	P.50.ISDN-1	First ISDN in DS1 - Switch-as-is	1	$229.38		$310.80	$16.72			
			2	$256.57		$310.80	$16.72			
			3	$331.59		$310.80	$16.72			
	P.50.ISDN-2	Additional ISDN in same DS1		$13.25						
	P.50.4	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Lines - Per Line			$109.12					
	P.50.5	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Trunks - Per Trunk			$154.10					
P.51		**EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT**								
	P.51-1	First 2-Wire ISDN in DS1	1	$278.38						
			2	$284.50						
			3	$285.67						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 2-Wire ISDN Loop with DS1 Interoffice Transport - **See Note on page 13**				$625.63	$342.38		$150.32	$45.80
	P.51-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.51-3	Additional 2-wire IDSN in same DS1	1	$32.16						
			2	$38.29						
			3	$39.46						

Notes:
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Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
P.52		EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT								
	P.52-1	First in DS1 in STS1	1	$1,433.84						
			2	$1,461.03						
			3	$1,536.05						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-Wire DS1 Digital Loop with Dedicated STS-1 Interoffice ransport - **See Note on page 13**				$1,192.63	$565.27		$166.15	$69.04
	P.52-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17						
	P.52-3	Additional DS1 in same STS1	1	$106.89						
			2	$134.08						
			3	$209.10						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
P.53		EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX								
	P.53-1	First 2-Wire VG in First DS1 in DS3	1	$501.52						
			2	$505.46						
			3	$510.90						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 2-Wire VG Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 13**				$625.63	$342.38		$150.32	$45.80
	P.53-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.53-3	Additional 2-Wire VG in same DS1	1	$19.93						
			2	$23.87						
			3	$29.32						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
	P.53-4	Additional DS1 in same DS3		$260.62						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
P.54	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX									
	P.54-1	First 4-Wire VG in First DS1 in DS3	1	$513.24						
			2	$526.04						
			3	$547.23						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-Wire VG Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 13**				$625.63	$342.38		$150.32	$45.80
	P.54-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.54-3	Additional 4-Wire VG in same DS1	1	$31.65						
			2	$44.45						
			3	$65.64						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
	P.54-4	Additional DS1 in same DS3		$260.62						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
P.55	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX									
	P.55-1	First 4-Wire in First DS1 in DS3	1	$517.69						
			2	$528.51						
			3	$534.64						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-Wire 56 or 64 Kbps Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 13**				$625.63	$342.38		$150.32	$45.80
	P.55-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.55-3	Additional 4-Wire in same DS1	1	$36.10						
			2	$46.92						
			3	$53.05						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
	P.55-4	Additional DS1 in same DS3		$260.62						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
P.56		**EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX**								
	P.56-1	First 2-Wire in First DS1 in DS3	1	$513.75						
			2	$519.88						
			3	$521.05						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 2-Wire ISDN Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 13**				$625.63	$342.38		$150.32	$45.80
	P.56-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.56-3	Additional 2-Wire in same DS1	1	$32.16						
			2	$38.29						
			3	$39.46						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
	P.56-4	Additional DS1 in same DS3		$260.62						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			
P.57		**EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX**								
	P.57-1	First 4-Wire DS1 in DS3	1	$420.48						
			2	$447.67						
			3	$522.69						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-Wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - **See Note on page 13**				$625.63	$342.38		$150.32	$45.80
	P.57-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000						
	P.57-3	Additional 4-Wire DS1 in same DS3	1	$199.51						
			2	$226.70						
			3	$301.72						
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77			

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT		
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional
P.58	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT									
	P.58-1	Fixed	1	$53.21						
			2	$64.03						
			3	$70.17						
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93
		Nonrecurring Cost - **New** Extended 4-Wire 56 or 64 Kbps Digital Loop with Dedicated DS0 Interoffice Transport - **See Note on page 13**				$343.67	$178.91		$146.42	$43.08
	P.58-2	D.3.1 Interoffice Transport - Dedicated - DS0 - Per Mile		$.0098						

Notes:
* Nonrec.prices applied on Initial and Subsequent basis rather than 1st and Add'l.

FLORIDA SGAT
ATTACHMENT B

BONA FIDE REQUEST PROCESS

BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when a CLEC requests a change to any Services and Elements, including any new features, capabilities or functionalities.

1.1 A Bona Fide Request shall be submitted in writing by a CLEC and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a CLEC's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

1.2 Although not expected to do so, a CLEC may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.

1.3 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to a CLEC a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet a CLEC's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet a CLEC's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with a CLEC's designation of the request as being pursuant to the Act or pursuant to the needs of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide a CLEC with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform a CLEC as soon as practicable. A CLEC and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.

1.5 As soon as possible, but in not event more than ninety (90) days after receipt of the request, BellSouth shall provide a CLEC with a firm Bona Fide Request quote which will include, at a minimum, the firm availability

date, the applicable rates and the installation intervals, and a binding price quote.

1.6 Unless a CLEC agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.

1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, a CLEC will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.

FLORIDA SGAT
ATTACHMENT C

SERVICE/TECHNICAL DESCRIPTIONS

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SERVICE DESCRIPTION: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

This Attachment sets forth the descriptions and requirements for unbundled network elements that BellSouth agrees to offer pursuant to the Generally Available Terms and Conditions.

2.0 Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops

All of the terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1 Unbundled Loops

2.1.1 All terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.1.2 The provisioning of a Loop to the CLEC's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then the CLEC can use the Special Construction process to request that BellSouth place facilities in order respond to the request for Special Construction. The Loop intervals shall not apply to such a request.

2.1.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 14 or more Loops, the installation and any applicable Order Coordination as

described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the Order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.1.5 If the CLEC cancels an order for Network Elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5. If the CLEC modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by the CLEC.

2.1.1.6 The Loop shall be provided to the CLEC in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.1.7 The CLEC may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.1.8 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where the CLEC has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and the CLEC shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by the CLEC using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.

2.1.1.9 The CLEC will be responsible for testing and isolating troubles on the Loops. Once the CLEC has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.

2.2.2 Order Coordination and Order Coordination-Time Specific

2.2.2.1 "Order Coordination" (OC) allows BellSouth and the CLEC to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to the CLEC's facilities to limit end user service outrage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at

BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.2.2.2 "Order Coordination – Time Specific" (OC-TS) allows the CLEC to order a specific time for OC to take place. BellSouth will make every effort to accommodate the CLEC's specific conversion time request. However, BellSouth reserves the right to negotiate with the CLEC a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. The CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If the CLEC specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the E Access Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

	Order Coordination (OC)	**Order Coordination – Time Specific (OC-TS)**	**Test Points**	**DLR**	**Charge for Dispatch and Testing if No Trouble Found**
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
SL-2	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, the CLEC must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2.2.3 Cancellation Charges. If the CLEC cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

2.2.2.4 Expedite Charges. For expedited requests by the CLEC, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

2.2.2.5 If the CLEC modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by the CLEC in accordance with FCC No. 1 Tariff, Section 5.

2.3 Unbundled Voice Loops (UVLs)

2.3.1 BellSouth shall make available the following UVLs:

2.3.1.1 2-wire Analog Voice Grade Loop – SL1

2.3.1.2 2-wire Analog Voice Grade Loop – SL2

2.3.1.3 4-wire Analog Voice Grade Loop

2.3.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that the CLEC will be able to continue to

provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.3.3 **Unbundled Voice Loop - SL1** (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by the CLEC. The CLEC may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.

2.3.4 **Unbundled Voice Loop – SL2** (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to the CLEC. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow the CLEC to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.4 Unbundled Digital Loops

2.4.1 BellSouth will also offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.4.2 BellSouth shall make available the following UDLs:

2.4.2.1 2-wire Unbundled ISDN Digital Loop

2.4.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.4.2.3 2-wire Unbundled ADSL Compatible Loop

2.4.2.4 2-wire Unbundled HDSL Compatible Loop

2.4.2.5 4-wire Unbundled HDSL Compatible Loop

2.4.2.6 4-wire Unbundled DS1 Digital Loop

2.4.2.7 4-wire Unbundled Digital Loop/DS0 - 56 kbps, 64 kbps

2.4.2.8 DS3 Loop

2.4.2.9 STS-1 Loop

2.4.2.10 OC3 Loop

2.4.2.11 OC12 Loop

2.4.2.12 OC48 Loop

2.4.3 **2-Wire Unbundled ISDN-Compatible Loop**. This loop will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. The CLEC will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.4.3.1 **2 Wire Universal Digital Channel** (UDC)/IDSL compatible loop. Due to technical limitations associated with certain Digital Loop Carrier (DLC) systems, some ISDN-compatible loops that are provisioned using DLC systems may not support IDSL (Integrated Digital Subscriber Line) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.4.3.2 The IDSL-compatible loop (also known as Universal Digital Channel (UDC)) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.4.3.3 The IDSL-compatible loop may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When IDSL-capable Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.4.4 2 or 4 Wire Unbundled HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.4.5 2 Wire Unbundled ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and

may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). This 2-wire circuit comes standard with a test point, Order Coordination, and a DLR

2.4.6 4 Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

2.4.7 4 Wire Unbundled Digital Loop/DS0. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.4.8 High Capacity Loops BellSouth also offers high capacity loops including DS3, STS-1, OC3, OC12 and OC48. These are designed loops that are provisioned according to industry standards and come standard with test point, Order Coordination and a DLR.

2.5 Unbundled Copper Loops (UCL)

2.6 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Short and Long.

2.6.1 BellSouth will make available the following UCL-Ds:

2.6.1.1 2-Wire UCL-D/short

2.6.1.2 2-Wire UCL-D/long

2.6.1.3 4-Wire UCL-D/short

2.6.1.4 4-Wire UCL-D/long

2.6.2 Unbundled Copper Loop – Designed (UCL-D)

2.6.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long. A short UCL (18,000 feet or less) is provisioned according to Resistance Design parameters, may

have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.6.2.2 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.6.2.3 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by the CLEC.

2.6.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.6.3.1 The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.

2.6.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, the CLEC can request Loop Make Up for which additional charges would apply.

2.6.3.3 At an additional charge, BellSouth also will make available Loop Testing so that the CLEC may request further testing on the UCL-ND

2.6.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by the CLEC to provide a wide-range of telecommunications services so long as those services do not adversely affect BST's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.6.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of

BST facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

2.6.3.6 The CLEC may use BST's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BST network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.7 Loop Testing/Trouble Reporting

2.7.1 The CLEC will be responsible for testing and isolating troubles on the loops. Once the CLEC has isolated a trouble to the BellSouth provided loop, the CLEC will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.7.2 If the CLEC reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge the CLEC for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.7.3 The CLEC must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, the CLEC will be required to provide the results of the CLEC test which indicate a problem on the BellSouth provided loop. If the CLEC reports a trouble on a designed loop and no trouble actually exists, BellSouth will charge the CLEC for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.7.4 Services provided over unbundled loops by the CLEC will be consistent with industry standards and BellSouth's TR73600 for the loop type ordered. The CLEC may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if the CLEC orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by the CLEC using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.8 **Unbundled Loop Modifications** (Line Conditioning)

2.8.1 BellSouth shall condition Loops, as requested by the CLEC, whether BellSouth offers advanced services to the End User on that Loop.

2.8.2 In some instances, the CLEC will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that the CLEC can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. The CLEC will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit C of this Attachment 2.

2.8.3 Loop conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.

2.8.4 In those cases where the CLEC has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

2.8.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.

2.8.6 The CLEC shall request Loop make up information at rates contained in Attachment A prior to submitting a service inquiry and/or a LSR for the Loop type that the CLEC desires BellSouth to condition.

2.8.7 BellSouth shall recover the cost of line conditioning requested by the CLEC through the rates contained in Attachment A.

2.9 Loop Provisioning Involving Integrated Digital Loop Carriers

2.9.1 Where the CLEC has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to the CLEC. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to the CLEC (e.g. hairpining).

2.9.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.9.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.9.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. The CLEC will then have the option of paying the one-time SC rates to place the loop.

2.10 Network Interface Device (NID)

2.10.1 Definition

2.10.1.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.10.1.2 BellSouth shall permit the CLEC to connect the CLEC's loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.10.2 Access to NID

2.10.2.1 The CLEC may access the end user's customer-premises wiring by any of the following means:

2.10.2.1.1 1) BellSouth shall allow the CLEC to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises. The CLEC shall not disturb

the existing form of electrical protection and shall maintain the physical integrity of the NID;

2.10.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.10.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.10.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.10.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.10.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.10.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.10.3 Technical Requirements

2.10.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.10.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to the CLEC's NID.

2.10.3.3 Existing BellSouth NIDs will be provided in "as is" condition. The CLEC may request BellSouth do additional work to the NID on a time and material basis. When the CLEC deploys its own local loops with respect to multiple-line termination devices, the CLEC shall specify the quantity of NIDs connections that it requires within such device.

2.11 Sub-loop Elements

2.11.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.11.2 Unbundled Sub-Loop Distribution

2.11.2.1 The unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.11.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils. USLD-VG facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the USLD-VG may have load coils, which are necessary for transmission of voice grade services.

2.11.2.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.11.2.4 If the CLEC requests a UCSL and it is not available, the CLEC may request the Sub-Loop facility be modified pursuant to the ULM process

request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

2.11.2.5 **Unbundled Sub-Loop Distribution – Intrabuilding Network Cable** (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property and is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises. BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for the CLEC's use on this cross-connect panel. The CLEC will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.11.2.6 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, the CLEC shall deliver a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. The CLEC's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.11.2.7 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by the CLEC is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet the CLEC's request, then BellSouth will perform the set-up as described in the section that follows. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in the section that follows) to accommodate the CLEC's request for Unbundled Sub-Loops, the CLEC may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. The CLEC will have the option to proceed under the SC process to modify the BellSouth facilities.

2.11.2.8 Set-up must be completed before the CLEC can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect

panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.11.2.9 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when the CLEC requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by the CLEC for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

2.11.2.10 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.11.3 Unbundled Network Terminating Wire (UNTW)

2.11.3.1 Service Description

2.11.3.1.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop, which, in multi-subscriber configurations, represents the point at which, the network branches out to serve individual subscribers.

2.11.3.2 Basic Service Features

2.11.3.2.1 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

2.11.3.3 Requirements

2.11.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.11.3.4 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.11.3.5 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives

of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.11.3.6 Access Terminal installation intervals will be established on an individual case basis.

2.11.3.7 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.

2.11.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's future to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

2.11.3.9 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.11.3.10 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access

Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

2.11.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

2.11.3.12 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.11.3.13 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.11.4 Unbundled Sub-Loop Feeder

2.11.4.1 Definition

2.11.4.1.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

2.11.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.11.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.11.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of the CLEC's loop distribution elements onto BellSouth's feeder system.

2.11.5 Requirements

2.11.5.1 The CLEC will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-

connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to the CLEC. The CLEC will then have the option of paying the special construction charges or canceling the order.

2.11.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.11.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.11.6 Unbundled Loop Concentration (ULC)

2.11.6.1 BellSouth will provide to the CLEC Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.11.6.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to the CLEC at the CLEC's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.11.7 Unbundled Sub-Loop Concentration (USLC)

2.11.7.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide the CLEC with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into the CLEC's collocation space. TR-008 and TR303 interface standards are available.

2.11.7.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of the CLEC's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of the CLEC's sub-loops to be concentrated onto multiple DS1s. One

System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.11.7.3 In these scenarios the CLEC would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth RT. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow the CLEC's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.11.8 Access to Loop Make-up

2.11.8.1 BellSouth provides electronic access to loop make-up information through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time interactive access to BellSouth's databases. LENS is a human-to-machine interface for use by those CLECs who choose not to use machine-to-machine interfaces. BellSouth also provides manual access to loop make-up information.

2.11.9 Access to the High Frequency Portion of the Loop

2.11.9.1 BellSouth provides CLECs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voiceband services on the particular loop for which the CLEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide CLECs with loop and splitter functionality that is compatible with any transmission technology that the CLEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers CLECs the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements. Any splitters installed by the CLECs in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit CLECs to install any splitters in that BellSouth deploys or permits to be deployed for

itself or any BellSouth Affiliate. BellSouth will also provide line sharing splitters at its remote sites to allow CLECs access to the high frequency spectrum of copper sub-loops terminated at that remote site, where the CLEC has a collocated DSLAM. BellSouth will condition loops to enable CLECs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h).

3.0 Switching

3.0.1 All of the terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

3.1 Local Switching

3.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.4.1 to the CLEC for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to the CLEC for the provision of a telecommunications service only in the limited circumstance described below in Section 3.2.6.

3.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on the CLEC regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

3.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

3.1.3.1 Definition

3.1.4 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically

feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

3.1.4.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for the CLEC when the CLEC serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

3.1.4.2 In the event that the CLEC orders local circuit switching for a single end user account name with four (4) or more two (2) wire voice-grade loops within a top 50 MSA, Density Zone 1, BellSouth's sole recourse shall be to charge the CLEC a market based-rate for use of the local circuit switching functionality for the affected facilities.

3.1.4.3 A port includes all features then capable or a number of then capable features specifically requested by the CLEC. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

3.1.4.4 BellSouth will provide to the CLEC customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform; (iii) for the CLEC's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by the CLEC. The CLEC's customers may use the same dialing arrangements as BellSouth customers.

3.1.4.5 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

3.1.4.6 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.

3.1.4.7 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to the CLEC purchasing local BellSouth switching and reselling BellSouth local exchange service under Section XIV of the SGAT, selective routing of calls to a requested directory assistance services platform or operator services platform. The CLEC's

customers may use the same dialing arrangements as BellSouth customers, but obtain the CLEC's branded service.

3.1.5 Technical Requirements

3.1.5.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

3.1.5.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.

3.1.5.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

3.1.5.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by the CLEC will be made pursuant to the Bona Fide Request Process as set forth in General Terms and Conditions.

3.1.5.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

3.1.5.6 BellSouth shall activate service for a CLEC's customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to the CLEC's services without loss of switch feature functionality as defined in this Agreement.

3.1.5.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

3.1.5.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

3.1.5.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

3.1.5.10 BellSouth shall perform manual call trace and permit customer originated call trace.

3.1.5.11 Special Services provided by BellSouth will include the following:

3.1.5.11.1 Telephone Service Prioritization;

3.1.5.11.2 Related services for handicapped;

3.1.5.11.3 Soft dial tone where required by law; and

3.1.5.11.4 Any other service required by law.

3.1.5.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

3.1.5.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

3.1.5.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to the CLEC, upon a reasonable request from the CLEC. The CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

3.1.5.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.

3.1.5.16 BellSouth shall offer to the CLEC all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services

3.1.5.17 Where capacity exists, BellSouth shall assign each CLEC customer line the class of service designated by the CLEC (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from the CLEC's customers to the CLEC's directory assistance operators at the CLEC's option.

3.1.5.18 Where capacity exists, BellSouth shall assign each CLEC customer line the class of service designated by the CLEC (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from the CLEC's customers to the CLEC's operators at the CLEC's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to the CLEC Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

3.1.5.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

3.1.6 Interface Requirements BellSouth shall provide the following interfaces to loops:

3.1.6.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

3.1.6.2 Coin phone signaling;

3.1.6.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

3.1.6.4 Two-wire analog interface to PBX;

3.1.6.5 Four-wire analog interface to PBX;

3.1.6.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

3.1.6.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

3.1.6.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

3.1.6.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

3.1.7 BellSouth shall provide access to the following but not limited to:

3.1.7.1 SS7 Signaling Network or Multi-Frequency trunking if requested by the CLEC;

3.1.7.2 Interface to the CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and

3.1.7.3 Interface to the CLEC Directory Assistance Services through the CLEC's switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

3.2 Packet Switching Capability

3.2.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Mulitplexers, including but not limited to:

3.2.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

3.2.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

3.2.4 The ability to extract data units from the data channels on the loops, and

3.2.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

3.2.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

3.2.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

3.2.6.2 There are no spare copper loops capable of supporting the xDSL services the CLEC seeks to offer;

3.2.6.3 BellSouth has not permitted the CLEC to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the CLEC obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

3.2.6.4 BellSouth has deployed packet switching capability for its own use.

3.3 Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to the CLEC for the provision of a telecommunications service.

3.4 Rates

The prices that the CLEC shall pay to BellSouth for Network Elements and Other Services are set forth in Attachment A to the SGAT.

3.5 Operational Support Systems (OSS)

The rates for access to OSS are as set forth in Attachment A to the SGAT.

4. Unbundled Network Element Combinations (Switched)

4.1 Port/Loop Combinations

4.1.1 At the CLEC's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 4.1.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 4.1.1.1 and 4.1.1.2 below.

4.1.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

4.1.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to the CLEC if the CLEC's customer has 4 or more DS0 equivalent lines.

4.1.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations under the terms set forth below:

4.1.2.1 In Georgia, BellSouth shall provide to the CLEC combinations of port and loop network elements to the CLEC on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 4.1.1.2 above.

4.1.2.2 In all other states, BellSouth shall provide to the CLEC combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where

BellSouth is not required to provide unbundled circuit switching, as forth in Sections 4.1.1.1 and 4.1.1.2 above. The rates for such combinations shall be the cost-based rates set forth in Attachment A.

4.1.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 4.1.1.1 and 4.1.1.2, BellSouth shall provide to the CLEC combinations of port and loop network elements that are not Currently Combined. The rate for such combinations may be requested through the bona fide request process.

4.1.3 Combination Offerings

4.1.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.5 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.7 4-wire DS1 Loop with Channelization with Port, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.2 Assembly Points

4.2.1 Assembly Points are offered to provide CLECs the ability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the CLEC to own or control any telecommunications equipment. The assembly products will be offered for three service types:

- DS0 Assembly Point (immediate deployment)
- DS1 Assembly Point (immediate deployment)
- DS3 Assembly Point (future deployment)

4.2.2 Assembly Points will provide access to 2-wire and 4-wire DS0 unbundled network elements for CLECs to combine two network elements at a cross-connect point (Assembly Point) designated by BellSouth. Subject to technical feasibility on a per location basis, BellSouth will offer access to DS1 and DS3 unbundled network elements at the designated DS1 or DS3 Assembly Point, respectively. BellSouth will supply all equipment required to access the unbundled elements. CLECs must supply any jumpers or patch cords to connect two elements at the Assembly Point and will not be permitted to install any equipment within the Assembly Point location. The CLEC may not install any equipment within the Assembly Point area. The CLEC may utilize portable test equipment for the purposes of testing unbundled network elements, but may not store this portable test equipment in the Assembly Point area.

4.2.3 The CLEC must submit an Application and an application fee for access to an Assembly Point. The CLEC must designate on its Assembly Point Application a forecast for a two-year period, designated by year. BellSouth will size the Assembly Point(s) according to forecast projections and will assign and designate facilities on a per request basis.

5. Operator Systems

5.1 Definition

BellSouth provides access to Operator Systems for operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

5.2 Operator Service

5.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

5.2.2 Requirements

5.2.2.1 When the CLEC requests BellSouth to provide Operator Services, the following requirements apply:

5.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

5.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

5.2.2.1.3 BellSouth shall complete calls that are billed to a CLEC customer's calling card that can be validated by BellSouth.

5.2.2.1.4 BellSouth shall complete person-to-person calls.

5.2.2.1.5 BellSouth shall complete collect calls.

5.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

5.2.2.1.7 BellSouth shall complete station-to-station calls.

5.2.2.1.8 BellSouth shall process emergency calls.

5.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

5.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

5.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

5.2.2.1.12 BellSouth will provide the ability for a CLEC Customer to reach a "live" operator on a 0-call.

5.2.2.2 BellSouth shall adhere to equal access requirements, providing the CLEC's local customers the same IXC access as provided to BellSouth customers.

5.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to the CLEC that BellSouth provides for its own operator service.

5.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

5.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by the CLEC.

5.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to the CLEC in accordance with the time schedule designated by the CLEC.

5.2.3 Interface Requirements:

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

5.3 Directory Assistance Service

5.3.1 Definition

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

5.3.2 Requirements

5.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by the CLEC's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, the CLEC may request such requirement pursuant to the Bona Fide Request Process.

5.3.2.2 Directory Assistance Service Updates

5.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

5.3.2.2.1.1 New customer connections: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers;

5.3.2.2.1.2 Customer disconnections: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers; and

5.3.2.2.1.3 Customer address changes: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers;

5.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

6. Common Transport

6.1 Definition

Common Transport is an interoffice transmission path between BellSouth Network Elements (illustrated in Figure 2). Where BellSouth Network Elements are connected by intra-office wiring, such wiring is not provided as a part of the Network Elements. Common Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

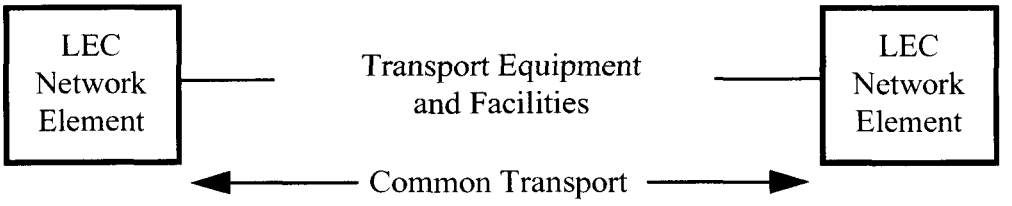


Figure 2

6.2 Technical Requirements

6.2.1 Common Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.31 of this Attachment 2.

6.2.2 Common Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Common Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.30 of this Attachment 2.

6.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.

6.2.4 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

6.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

6.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

6.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

6.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

6.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

6.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

6.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

6.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

6.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

6.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

6.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

6.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

6.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

6.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

6.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

6.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

6.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

6.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

6.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

6.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

6.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

6.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

6.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

6.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

6.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

6.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

6.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

6.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

6.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

7. Dedicated Transport

7.1 Definition

7.1.1.1 Dedicated transport that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and the CLEC to a particular customer.

7.1.1.2 Unbundled Local Channel

7.1.1.3 Unbundled Local Channel is the dedicated transmission path between the CLEC's Point of Presence and the BellSouth Serving Wire Center's collocation.

7.1.1.4 Unbundled Interoffice Channel.

7.1.1.5 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

7.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:

7.1.2.1 As capacity on a shared circuit.

7.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to the CLEC. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

7.1.3 When Dedicated Transport is provided it shall include (as appropriate):

7.1.3.1 Transmission equipment such as line terminating equipment, amplifiers, and regenerators;

7.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

7.2 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

7.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS1, DS3, STS-1) shall be dedicated to CLEC designated traffic.

7.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including but not limited to, (1) DS0, DS1 and DS3 transport systems, and SONET point-to-point transport systems (including linear add-drop systems), at available transmission bit rates.

7.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the industry standards.

7.2.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the technical references set forth in the industry standards.

7.2.5 When requested by the CLEC, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

7.2.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

7.2.6.1 DS0 Equivalent;

7.2.6.2 DS1 (Extended SuperFrame – ESF);

7.2.6.3 DS3 (signal must be framed);

7.2.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

7.2.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by the CLEC.

7.3 Unbundled Channelization

7.3.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in Attachment A to the SGAT.

7.3.2 Definition

7.3.3 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, the CLEC can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

7.3.3.1.1 Channelization capabilities will be as follows:

7.3.3.2 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s

7.3.3.3 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

7.3.3.4 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

7.3.3.5 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

7.3.4 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

7.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

7.3.6 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

7.3.7 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.

8.0 Combinations (Non-Switched)

8.1 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular location.

8.2 EELs.

8.2.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or where BellSouth chooses, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 4.3 below.

8.2.2 Subject to Section 8.2.3 below, BellSouth will provide access to the EEL in the combinations set forth in 8.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to the CLEC's POP serving wire center. The circuit must be connected to the CLEC's switch for the purpose of provisioning telephone exchange service to the CLEC's end-user customers. The EEL will be connected to the CLEC's facilities in the CLEC's collocation space at the POP SWC, or the CLEC may purchase BellSouth's access facilities between the CLEC's POP and the CLEC's collocation space at the POP SWC.

8.2.3 BellSouth shall provide EEL combinations to the CLEC in the state of Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to the CLEC those EEL combinations described in Section 8.3 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to the CLEC in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to the CLEC only to the extent such network elements are Currently Combined.

8.2.4 Additionally, BellSouth shall make available to the CLEC a combination of an unbundled loop and special access interoffice facilities. To the extent the CLEC will require multiplexing functionality in connection with such

combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided under the terms set forth in this Attachment and at the rates set forth in Attachment A to the SGAT.

8.3 EEL Combinations

8.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

8.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

8.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

8.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

8.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

8.3.6 DS1 Interoffice Channel + DS1 Local Loop

8.3.7 DS3 Interoffice Channel + DS3 Local Loop

8.3.8 STS-1 Interoffice Channel + STS-1 Local Loop

8.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

8.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

8.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

8.3.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop

8.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

8.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

8.4 Other Network Element Combinations

BellSouth shall make available to the CLEC, in accordance with Section 8.6 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

8.5 Special Access Service Conversions

8.5.1 The CLEC may not convert special access services to combinations of loop and transport network elements, whether or not the CLEC self-provides its entrance facilities (or obtains entrance facilities from a third party), unless the CLEC uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent the CLEC converts its special access services to combinations of loop and transport network elements at UNE prices, the CLEC, hereby, certifies that it is providing a significant amount of local exchange service over such combinations. BellSouth may, at its sole discretion, audit the CLEC records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that the CLEC is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from the CLEC.

8.5.2 EEL combinations for DS1 level and above will be available only when the CLEC provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

8.5.3 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

8.5.4 The three circumstances under which a requesting carrier can meet the significant local traffic criteria are set forth in paragraph 22 of the FCC's Supplemental Order Clarification in Docket No. CC 96-98 dated June 2, 2000.

8.6 Rates

8.6.1 Subject to Section 8.2.3 and 8.4 preceding, the non-recurring and recurring rates for the EEL combinations set forth in Section 8.3 and other Currently Combined network elements are set forth in Attachment A to the

SGAT.

9. Signaling Link Transport

9.1 Definition

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.2 Technical Requirements

9.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and

9.2.2.2 As a "B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two CLECs.

9.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.2.3.1 An A-link layer shall consist of two links.

9.2.3.2 A B-link layer shall consist of four links.

9.2.4 A signaling link layer shall satisfy a performance objective such that:

9.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

9.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.3 Interface Requirements

9.3.1 There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10. Signaling Transfer Points (STPs)

10.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches. Figure 4 depicts Signaling Transfer Points.

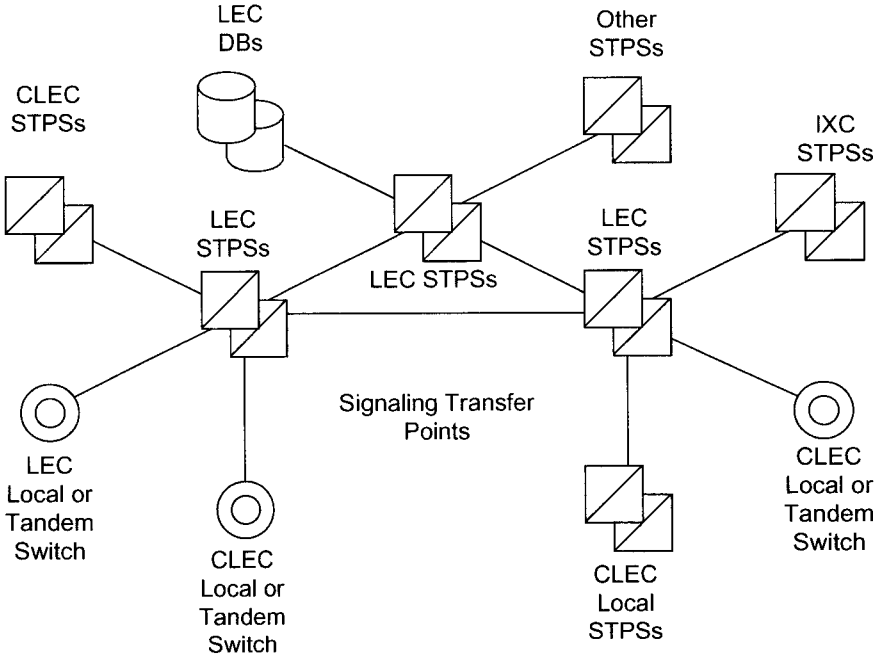


Figure 4

10.2 Technical Requirements

10.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

10.2.1.1 BellSouth Local Switching or Tandem Switching;

10.2.1.2 BellSouth Service Control Points/DataBases;

10.2.1.3 Third-party local or tandem switching

10.2.1.4 Third-party-provided STPSs.

10.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.,* transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

10.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a CLEC local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

10.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:

10.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

10.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and

10.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

10.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is a CLEC or third party local or tandem switching system directly connected to BellSouth SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7

network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

10.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as defined in Bellcore ANSI Interconnection Requirements, when this capability becomes available on BellSouth STPSs.

10.2.7 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs. All OMAP functions will be on a "where available" basis and can include:

10.2.7.1 MTP Routing Verification Test (MRVT) and

10.2.7.2 SCCP Routing Verification Test (SRVT).

10.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a CLEC or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by the CLEC and BellSouth.

10.2.9 STPs shall be equal to or better than the following performance requirements:

10.2.9.1 MTP Performance, as defined in Bellcore ANSI Interconnection Requirements and

10.2.9.2 SCCP Performance, as defined in Bellcore ANSI Interconnection Requirements.

10.2.10 SS7 Advanced Intelligent Network (AIN) Access

10.2.10.1 SS7 AIN Access shall provide the CLEC SCP access to BellSouth local switch via interconnection of BellSouth SS7 and CLEC SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the CLEC SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the CLEC

SS7 network to exchange TCAP queries and responses with a CLEC SCP.

10.2.10.2 When provided through the same mediation application, delay associated with BellSouth local switch queries to the CLEC STP shall be equal to or shorter than the delay associated with queries to BellSouth STP.

10.2.10.3 BellSouth's STPs shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the CLEC SS7 network.

10.2.10.4 BellSouth STPs shall route mutually agreeable AIN responses from the CLEC SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.

10.2.10.5 Network management controls resulting from an overload in elements not supporting the CLEC's customers shall not affect queries to the CLEC SCPs.

10.2.10.6 When the CLEC selects SS7 AIN Access, BellSouth will provide access to provisioning processes to support interconnection of the CLEC's STPs.

10.2.10.7 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:

10.2.10.7.1 GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and

10.2.10.7.2 GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).

10.3 Interface Requirements

10.3.1 BellSouth shall provide the following STPs options to connect the CLEC or the CLEC-designated local switching systems or STPSs to BellSouth SS7 network:

10.3.1.1 An A-link interface from the CLEC local switching systems; and,

10.3.1.2 A B-link interface from the CLEC local STPSs.

10.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

10.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

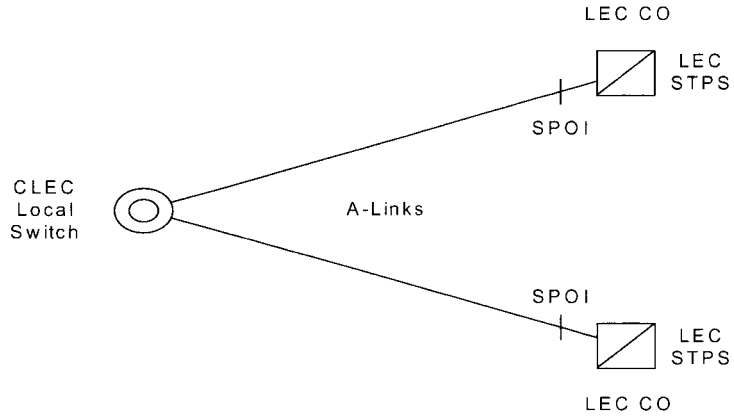


Figure 6. A-Link Interface

10.3.2.2 A B-link layer shall consist of four links, as depicted in Figure 7.

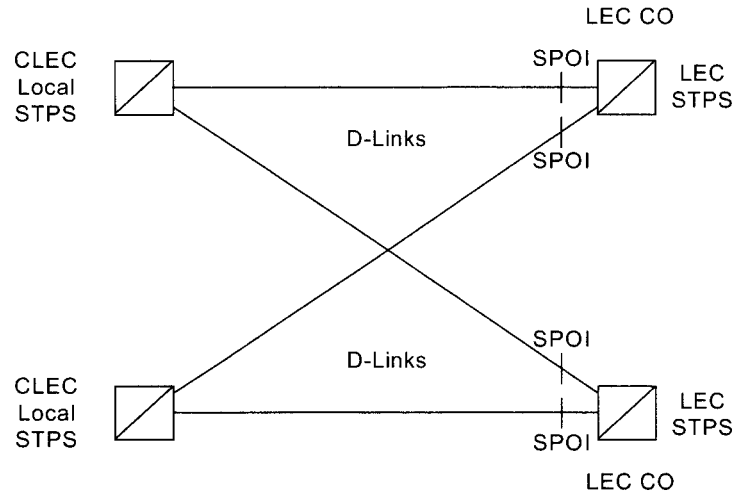


Figure 7. B-link Interface

10.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting the CLEC local switching systems or STPSs with BellSouth STPSs as soon

as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOIs.

10.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOIs.

10.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

10.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

10.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

10.3.6 Message Screening

10.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from the CLEC local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the CLEC switching system has a legitimate signaling relation.

10.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from the CLEC local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the CLEC switching system has a legitimate signaling relation.

10.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from the CLEC from any signaling point or network interconnected through BellSouth's SS7 network where the CLEC SCP has a legitimate signaling relation.

10.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

10.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

10.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

10.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

10.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

10.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

10.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

10.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

10.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

11. Service Control Points/DataBases

11.1 Definition

11.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

11.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning,

administration and maintenance of subscriber data and service application data stored in SCPs.

11.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to the CLEC in accordance with the following requirements.

11.2.1 BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, with TCAP as the application layer protocol.

11.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. ISDN and X.25).

11.2.3 The reliability of interconnection options shall be consistent with industry standards for diversity and survivability.

11.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

11.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for the CLEC's customer records stored in BellSouth databases within 24 hours, or sooner where BellSouth provisions its own customer records within a shorter interval.

11.3 Local Number Portability Database

11.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another.

11.4 Line Information Database (LIDB):

See Attachment F to the SGAT for LIDB terms and conditions.

11.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

11.5.1 Technical Requirements

11.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for the CLEC to query with a toll-free number and originating information.

11.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

11.5.1.3 The SCP shall also provide, at the CLEC's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

11.5.1.3.1 Network Management;

11.5.1.3.2 Customer Sample Collection; and

11.5.1.3.3 Service Maintenance

11.5.2 Interface Requirements

The signaling interface between the CLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface as specified in the technical reference herein.

11.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

11.6.1 Technical Requirements

11.6.1.1 BellSouth shall offer the CLEC a data link to the ALI/DMS database or permit the CLEC to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to the CLEC immediately after the CLEC inputs information into the ALI/DMS

data base. Alternately, the CLEC may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

11.6.1.2 The ALI/DMS database shall contain the following customer information:

11.6.1.2.1 Name;

11.6.1.2.2 Address;

11.6.1.2.3 Telephone number; and

11.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

11.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless the CLEC requests otherwise and shall be updated if the CLEC requests, provided the CLEC supplies BellSouth with the updates.

11.6.1.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for the CLEC's customers shall meet industry standards.

11.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to the CLEC in order to allow the CLEC to provide its customers with the same directory assistance services BellSouth provides to BellSouth customers. BellSouth shall provide the CLEC with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by the CLEC and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and CLEC telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

11.8 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

11.8.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

11.8.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

11.8.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

11.8.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

11.8.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

11.8.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

11.8.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

11.9 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

11.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide the CLEC the capability that will allow the CLEC and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.9.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to the CLEC. Scheduling procedures shall provide the CLEC equivalent priority to these resources

11.9.3 BellSouth SCP shall partition and protect the CLEC service logic and data from unauthorized access, execution or other types of compromise.

11.9.4 When the CLEC selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable the CLEC to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE

and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.9.5 When the CLEC selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLEC access will be provided via remote data connection (e.g., dial-in, ISDN).

11.9.6 When the CLEC selects SCE/SMS AIN Access, BellSouth shall allow the CLEC to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

12. Tandem Switching

12.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

12.2 Technical Requirements

12.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

12.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

12.2.1.2 Tandem Switching will provide screening as jointly agreed to by the CLEC and BellSouth;

12.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

12.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by the CLEC;

12.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

12.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

12.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

12.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and the CLEC's switches.

12.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).

12.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

12.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by the CLEC. Tandem Switching will provide recording of all billable events as jointly agreed to by the CLEC and BellSouth.

12.2.6 Upon a reasonable request from the CLEC, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to the CLEC.

12.2.7 BellSouth shall maintain the CLEC's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

12.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

12.2.9 Tandem Switching shall route calls to BellSouth's or the CLEC's endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by the CLEC, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by the CLEC and BellSouth. Such plans shall meet the CLEC requirements for routing calls through the local network.

12.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.

12.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local

Switching Network Element, to the extent such Tandem Switch has such capability.

12.3 Interface Requirements

12.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

12.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

12.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

12.3.4 Tandem Switching shall interconnect with the CLEC's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At the CLEC's request, Tandem Switching shall record and keep records of traffic for billing.

12.3.5 Tandem Switching shall provide an alternate final routing pattern for the CLEC traffic overflowing from direct end office high usage trunk groups.

12.4 Tandem Switching shall meet or exceed (i.e., be more favorable to the CLEC) each of the requirements for Tandem Switching set forth in the following technical references:

12.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

12.4.2 GR-905-CORE covering CCSNIS;

12.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and GR-2902-CORE covering CCS AIN interconnection

13. DARK FIBER:

13.1.1 Definition

Dark Fiber is unused strands of optical fiber without mulitplexing, signal regeneration, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes stands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

13.2 Requirements

BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to the CLEC.

13.3 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at the CLEC's request subject to time and materials charges.

13.3.1 CLEC may test the quality of the Dark Fiber to confirm its usability and performance specifications. BellSouth shall use its best efforts to provide to the CLEC information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from the CLEC ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 45 days after Confirmation, BellSouth shall hold such requested Dark Fiber for the CLEC's use and may not allow any other party to use such media, including BellSouth.

13.3.2 BellSouth shall use its best efforts to make Dark Fiber available to the CLEC within thirty (30) business days after it receives written confirmation from the CLEC that the Dark Fiber previously deemed available by BellSouth is wanted for use by the CLEC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable the CLEC to connect or splice the CLEC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

13.4 Dark Fiber shall meet the manufacture's design specifications.

13.5 Additional Requirements for Dark Fiber

13.5.1 The CLEC may splice and test Dark Fiber obtained from BellSouth using the CLEC or CLEC's designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

14. Additional Requirements

This Section 14 sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to the CLEC.

14.1.1 Requirements

BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section 14.2.

14.2 Performance

14.2.1 Scope:

This section addresses performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

14.2.1.1 The General Performance Requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.

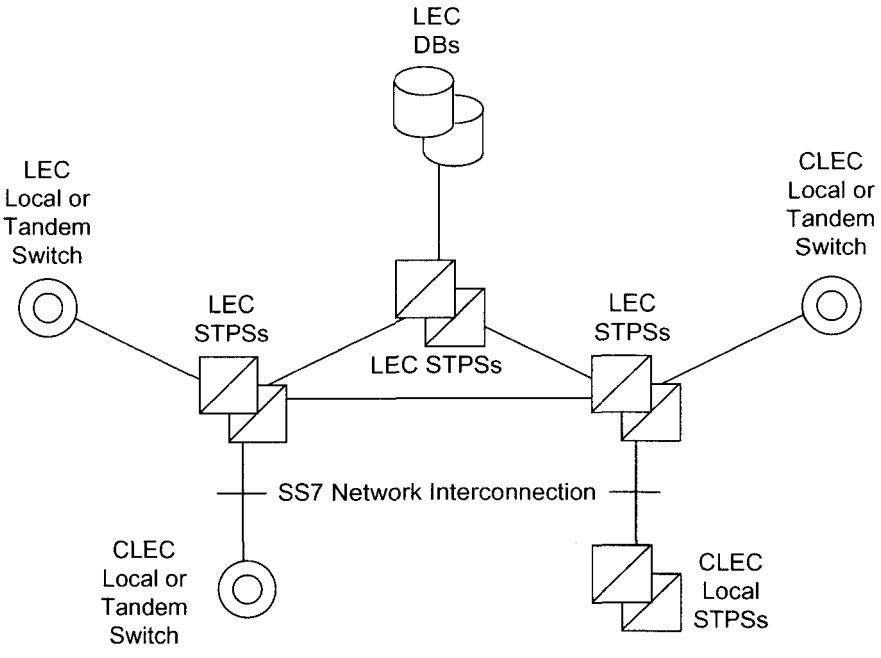
14.2.2 BellSouth shall work cooperatively with the CLEC to determine appropriate performance allocations across Network Elements.

14.2.2.1 BellSouth shall comply with the BellCore, ANSI, TIA/EIA, and IEEE technical standards regarding the performance of network elements and ancillary functions.

14.3 SS7 Network Interconnection

14.3.1 Definition

The figure below depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of the CLEC local Signaling Transfer Point Switches (STPS) and the CLEC local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), the CLEC local or tandem switching systems, and other third-party switching systems directly connected the to BellSouth SS7 network.



SS7 Network Interconnection

14.3.2 Technical Requirements

14.3.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.3.2.1.1 BellSouth local or tandem switching systems;

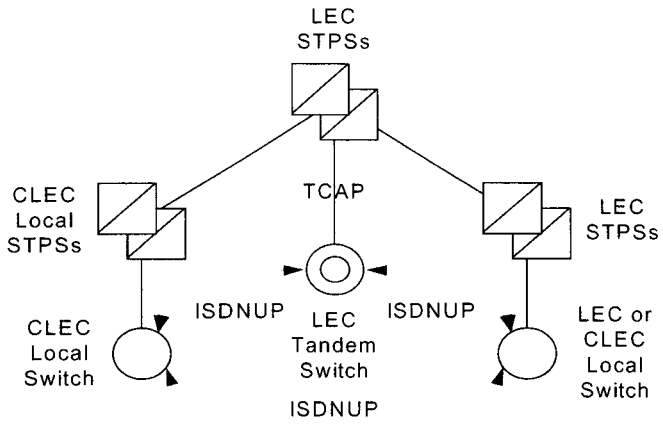
14.3.2.1.2 BellSouth DBs; and

14.3.2.1.3 Other third-party local or tandem switching systems.

14.3.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and the CLEC or other third-party switching systems with A-link access to the BellSouth SS7 network.

14.3.2.3 In particular the figure below depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between a CLEC's local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing)

between the CLEC local STPSs and BellSouth or other third-party local switch.



Interswitch TCAP Signaling for SS7 Network Interconnection

14.3.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

14.3.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 0.0.0). This includes:

14.3.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

14.3.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and

14.3.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

14.3.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 0.0.0). In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a CLEC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway

pair of the CLEC's local STPSs, and shall not include SCCP Subsystem Management of the destination.

14.3.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 (Reference 0.0.0).

14.3.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114 (Reference 0.0.0).

14.3.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.

14.3.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

14.3.2.10.1 MTP Performance, as specified in ANSI T1.111.6;

14.3.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and

14.3.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.

14.3.3 Interface Requirements

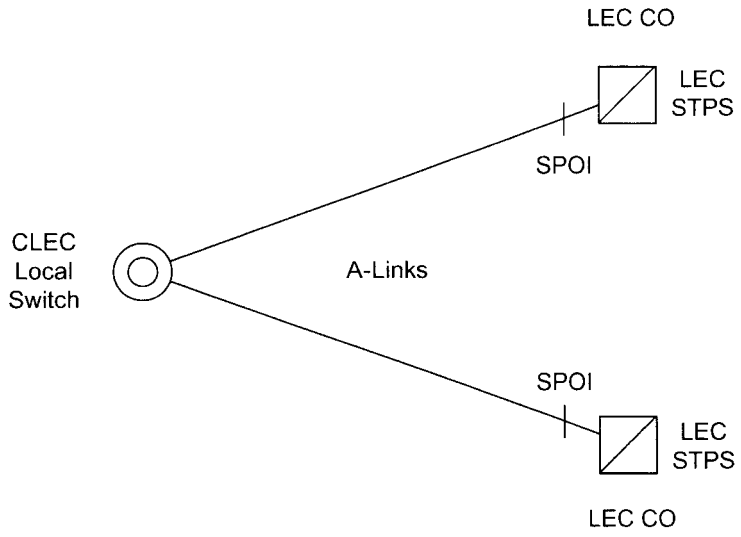
14.3.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect the CLEC or CLEC-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

14.3.3.1.1 A-link interface from the CLEC local or tandem switching systems; and

14.3.3.1.2 B-link interface from the CLEC STPSs.

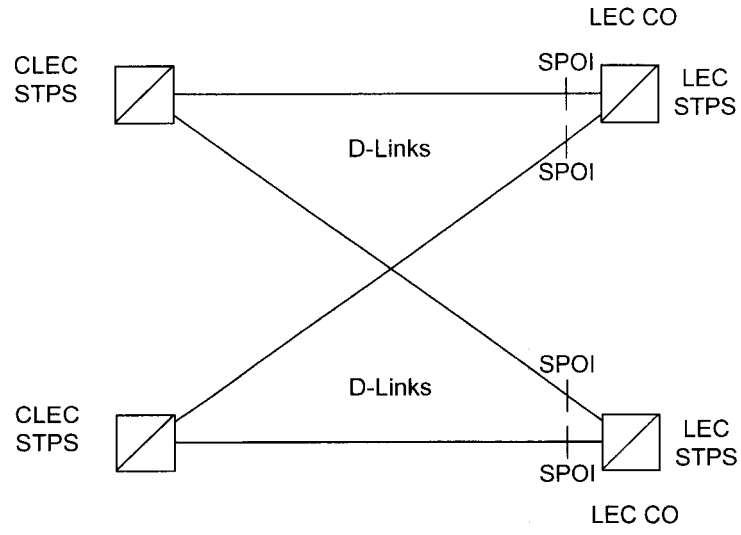
14.3.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

14.3.3.2.1 An A-link layer shall consist of two links, as depicted in the figure below.



A-Link Interface

14.3.3.2.2 A B-link layer shall consist of four links, as depicted in the figure below.



B-link Interface

14.3.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting the CLEC's local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOI.

14.3.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOI.

14.3.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

14.3.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

14.3.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.3.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

14.3.3.5.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14.3.3.6 BellSouth shall set message screening parameters to block accept messages from the CLEC's local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLEC switching system has a legitimate signaling relation.

14.3.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

14.3.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

14.3.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

14.3.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

14.3.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

14.3.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

14.3.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

14.3.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

14.3.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

14.3.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

14.3.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

14.3.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

14.3.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.3.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

14.3.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14.4 Network Interconnection

14.4.1 Technical Requirements

14.4.1.1 When requested by the CLEC, BellSouth shall provide interconnections between BellSouth Network Elements provided to the CLEC and the CLEC's network at transmission rates designated by the CLEC, including, but not limited to DS1, DS3, and STS-1.

14.4.1.2 Traffic shall be combined and routed as follows:

14.4.1.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at the CLEC's request, BellSouth shall allow the CLEC to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth's end-office.

14.4.1.2.2 At the CLEC's request, BellSouth shall receive the CLEC traffic destined to BellSouth Operator Systems Network Element, on trunks from a CLEC end-office or a CLEC tandem.

14.4.1.2.3 At the CLEC's request, BellSouth shall receive the CLEC's CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a CLEC end-office.

14.4.1.3 When requested by the CLEC and authorized by a third party carrier, BellSouth shall provide interconnections between the CLEC's network, and the other carrier's network through BellSouth network at transmission rates designated by the CLEC, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through BellSouth network, and at the CLEC's request, BellSouth shall record and keep records of such traffic for the CLEC's billing purposes.

14.4.1.4 The parties agree to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service. Initially, BellSouth and the CLEC will provide one-way trunk groups for completion of BellSouth and the CLEC's originated local and intraLATA traffic.

FLORIDA SGAT

ATTACHMENT D
POLES, DUCTS AND CONDUITS

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: _____

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

_____
(Licensee)

Licensee desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH License Agreement Number - _____

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APPENDICES

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RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.

1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.

1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.

1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.

1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.

1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

1.12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.

1.13 The acronym FCC refers to the Federal Communications Commission.

1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.

1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.

1.17 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.

1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

1.19 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.

1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make--Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make--Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.

1.21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

1.22 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.

1.23 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

1.24 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.25 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.26 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.27 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.

1.28 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.29 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

1.30 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.

1.31 State. When capitalized, the term State (as used in terms such as this State) refers to the State of Georgia.

1.32 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.

2.2.2 Licensee agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Licensee under this Agreement, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to BellSouth, Licensee may permit Third Parties who have an agreement with BellSouth to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Licensee may lease dark fiber to a Third Party.

2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.

2.4.1 BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Licensee.

2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

2.4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and Facilities; and

2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.

2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.

2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. It order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.

2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.

3.3.2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

3.4 Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.

3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System:

3.5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.

3.5.3 If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual Costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.

3.6.2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.

3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.

3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.

3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.

3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.

3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.

3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.

3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.

3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:

3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Licensee's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Licensee's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent Facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.

4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.

5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

1) BellSouth employee Costs based on the time spent researching, reviewing and copying records

2) Copying Costs

3) Shipping Costs

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, BellSouth assumes no liability to Licensee or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

5.5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

If Licensee rejects BellSouth's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such applications

BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole.

7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Licensee must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
To Licensee as follows:		
Contact		
Title		
Company		
Address		
Address		
City, State, and Zip Code		
Telephone		
Facsimile		
with a copy to:		
and to Licensor as follows:		
Contact	Arthur B. Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple Applications on file with BellSouth, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Prelicense Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Licensee Costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey Costs, BellSouth will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Licensee's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other Licensed Facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Licensee pursuant to this Article 5.1. BellSouth and Licensee acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1 Issuance of Licenses When No Make-Ready Work is Required Moved to 5.5.1.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed Make-Ready Work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.

9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.

9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.

9.6.1 Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:

10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.

10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.

11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Licensee. If it is determined that such Make-Ready Work is required, BellSouth shall provide Licensee with the estimated Costs for Make-Ready Work and a Make Ready Due Date.

13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.

13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.

13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement Costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

15. INSPECTION BY BELLSOUTH OF LICENSEE'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such Facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.

18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its Costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, Costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.

22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than $1,000,000 per occurrence and in the aggregate.

22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement

22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.

22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 If the Licensee's net worth exceeds five hundred million dollars ($500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensor immediately after receipt of initial agreement information. Licensor shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensor approves Licensee for self-insurance, Licensee shall annually furnish to Licensor, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

22.7 The net worth requirements set forth in 22.6 may be increased by Licensor from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

23. INDEMNIFICATION

23.1 Licensor shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable Costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licensor, its employees, agents, contractors, subcontractors or invitees. However, Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licensor's actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, causes of action, Costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensor and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensor for all reasonable Costs incurred by the Licensor for the physical repair of such Facilities damaged by the negligence of Licensee.

23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.

23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.

23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.

23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

24. AUTHORIZATION NOT EXCLUSIVE

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

25. ASSIGNMENT OF RIGHTS

25.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

26. FAILURE TO ENFORCE

26.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

27. TERM OF AGREEMENT

27.1 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

27.2 Termination of this Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

28. BELLSOUTH'S INFORMATION

28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.

28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.

28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

29. LICENSEE'S INFORMATION

29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.

29.2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.

29.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

30. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

30.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

	BellSouth Telecommunications, Inc.
Name of Licensee	*Name of Licensor*
By: _____	***By:*** _____
Signature	*Signature*
_____	K. W. Marlin
Printed Name	*Printed Name*
_____	Ntwk V P NP& Supp
~~*Printed Title*~~	~~*Printed Title*~~
_____	_____
~~*Date*~~	~~*Date*~~

APPENDIX I

2000 FCC Formula Supported Fees

for attachments and/or occupancy effective 1/1/2000

(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles *(ea. / yr.)*	Anchors *(ea. / yr.)*	Conduit	
				($ / ft. / yr.)
Alabama	$ 3.35	$ 4.89		$ 0.23
Kentucky ①				0.70
2-user	9.45	$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

① All rates in Kentucky are by tariff

② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, $6.90 rate remains in effect.

③ Tariff rate in Mississippi

④ Tennessee rates are negotiated with CATV Association; Conduit rates were established in 1998 and fixed indefinitely

⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region) $41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and Right of Way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and Right of Way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and Right of Way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and Right of Way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and Right of Way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Appendix III

Request to Self-Insure

Information Sheet

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.

Company Name:	
Audited Financials (3 years required): *(Attach all information as required)*	
Interim Financials (most current 6 months): *(Attach all information as required)*	
Years in Business (number of years):	
Number of years current management has been in place:	
Parent Company:	
Dunn & Bradstreet Number:	

Complete all information requested above and provide with all additional attachments to:

BellSouth Telecommunications, Inc.
Attention: Self-Insure Request
North W3D2
3535 Colonnade Parkway
Birmingham, AL 35243

FLORIDA SGAT

ATTACHMENT E
RAO HOSTING AND ICS AGREEMENT

RAO Hosting and ICS Agreement

SECTION 1. SCOPE OF AGREEMENT

1.1 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and Inter-Company Settlements (ICS) as provided by BellSouth to (THE ALEC). The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

2.1 A. Centralized Message Distribution System is the Telcordia administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMI) formatted data among host companies.

B. Compensation is the amount of money due from BellSouth to (THE ALEC) or from (THE ALEC) to BellSouth for services and/or facilities provided under this Agreement.

C. Exchange Message Interface is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.

D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia's Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

F. Non-Intercompany Settlement System (NICS) is the Telcordia system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

3.1 RAO Hosting, CATS and NICS services provided to (THE ALEC) by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2 (THE ALEC) shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

SECTION 4. COMPENSATION ARRANGEMENTS

4.1 Applicable compensation amounts will be billed by BellSouth to (THE ALEC) on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

5.1 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (CATS and NICS)

5.2 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.1 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____day of_____, 2000.

WITNESS: (THE ALEC)

_____ _____

_____
(title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS,INC

_____ _____

_____
(title)

Exhibit A

SECTION 1. SCOPE OF EXHIBIT

1.1 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to (THE ALEC). As described herein, message distribution service includes the following:

1) Message Forwarding to Intraregion LEC/ALEC - function of receiving a (THE ALEC) message and forwarding the message to another LEC/ALEC in the BellSouth region.

2) Message Forwarding to CMDS - function of receiving a (THE ALEC) message and forwarding that message on to CMDS.

3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to (THE ALEC).

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.1 An ALEC that is CMDS hosted by BellSouth must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from (THE ALEC) to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required Telcordia functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia, on behalf of (THE ALEC) and will coordinate all associated conversion activities.

2.2 BellSouth will receive messages from (THE ALEC) that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.

2.3 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from (THE ALEC).

2.4 All data received from (THE ALEC) that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

2.5 All data received from (THE ALEC) that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia).

2. 6 BellSouth will receive messages from the CMDS network that are destined to be processed by (THE ALEC) and will forward them to (THE ALEC) on a daily basis.

2.7 Transmission of message data between BellSouth and (THE ALEC) will be via electronic data transmission.

2.8 All messages and related data exchanged between BellSouth and (THE ALEC) will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

2.9 (THE ALEC) will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

2.10 Should it become necessary for (THE ALEC) to send data to BellSouth more than sixty (60) days past the message date(s), (THE ALEC) will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and (THE ALEC) to notify all affected parties.

2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or (THE ALEC)) identified and agreed to, the company responsible for creating the data (BellSouth or (THE ALEC)) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

2.12 Should an error be detected by the EMI format edits performed by BellSouth on data received from (THE ALEC), the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify (THE ALEC) of the error condition. (THE ALEC) will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, (THE ALEC) will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

2.13 In association with message distribution service, BellSouth will provide (THE ALEC) with associated intercompany settlements reports (CATS and NICS) as appropriate.

2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

3.1 For message distribution service provided by BellSouth for (THE ALEC), BellSouth shall receive the following as compensation:

Rate Per Message	$0.004

3.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	$0.001

3.3 Data circuits (private line or dial-up) will be required between BellSouth and (THE ALEC) for the purpose of data transmission. Where a dedicated line is required, (THE ALEC) will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. (THE ALEC) will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to (THE ALEC). Additionally, all message toll charges associated with the use of the dial circuit by (THE ALEC) will be the responsibility of (THE ALEC). Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.

3.4 All equipment, including modems and software, that is required on the (THE ALEC) end for the purpose of data transmission will be the responsibility of (THE ALEC).

Exhibit B

SECTION 1. SCOPE OF EXHIBIT

1.1 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and (THE ALEC) will compensate each other for Intercompany Settlements (ICS) messages. It includes the settlement of revenues associated with traffic originated from or billed by (THE ALEC) as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included in this Agreement. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between (THE ALEC) and the involved company(ies).

1.2 Both traffic that originates outside the BellSouth region by (THE ALEC) and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by (THE ALEC), is covered by this Agreement.

1.3 Once (THE ALEC) is operating within the BellSouth territory, both BellSouth and (THE ALEC) agree that revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's, its successor or assign, NICS system.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.1 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia, its successor or assign, on behalf of (THE ALEC). BellSouth will distribute copies of these reports to (THE ALEC) on a monthly basis.

SECTION 3. COMPENSATION

3.1 BellSouth will collect the revenue earned by (THE ALEC) from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of (THE ALEC). BellSouth will remit the revenue billed by (THE ALEC) to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on (THE ALEC). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to (THE ALEC) via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and (THE ALEC) agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

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ATTACHMENT F
LIDB

1.0 **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

1.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

1.2 **Technical Requirements:**

1.2.1 BellSouth also will offer to CLEC any additional capabilities that are developed for LIBD during the life of this Agreement.

1.2.2 BellSouth shall process CLEC's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLEC what additional functions (if any) are performed by LIDB in the BellSouth network.

1.2.3 Within two (2) weeks after a request by CLEC, BellSouth shall provide CLEC with a list of the customer data items which CLEC would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

1.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

1.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

1.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

1.2.7 All additions, updates and deletions of CLEC data to the LIDB shall be solely at the direction of CLEC. Such direction from CLEC will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

1.2.8 BellSouth shall provide priority updates to LIDB for CLEC data upon CLEC's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

1.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of CLEC customer records will be missing from LIDB, as measured by CLEC audits. BellSouth will audit CLEC records in LIDB against DBAS to identify record mis-matches and provide this data to a designated CLEC contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLEC within one business day of audit. Once reconciled records are received back from CLEC, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact CLEC to negotiate a time frame for the updates, not to exceed three business days.

1.2.10 BellSouth shall perform backup and recovery of all of CLEC's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

1.2.11 BellSouth shall provide CLEC with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between CLEC and BellSouth.

1.2.12 BellSouth shall prevent any access to or use of CLEC data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by CLEC in writing.

1.2.13.1 BellSouth shall provide CLEC performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny

specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by CLEC at least at parity with BellSouth Customer Data. BellSouth shall obtain from CLEC the screening information associated with LIDB Data Screening of CLEC data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to CLEC under the Bona Fide Request process.

1.2.14 BellSouth shall accept queries to LIDB associated with CLEC customer records, and shall return responses in accordance with industry standards.

1.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

1.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

1.3 **Interface Requirements**

1.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

1.3.2 The interface to LIDB shall be in accordance with the technical references contained herein.

1.3.3 The CCS interface to LIDB shall be the standard interface described herein.

1.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical references herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This Agreement, effective as of _____, 20__, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and_____ ("Local Exchange Company"), a _____ corporation and their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

C. BST will provide seven days per week, 24 hours per day, Fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the CLEC of fraud alerts so that the CLEC may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does

implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 20 ___, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost,

claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

(Resale)

ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 20__, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 20__.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to

order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

(Facilities Based)

ADDENDUM NO. 2
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 20__, between BellSouth Telecommunications, Inc. ("BST"), and

_____

("Local Exchange Company"), effective the _____ day of _____, 20__.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that

BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

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ATTACHMENT G
INP TO PNP

Conversion from INP to PNP.

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all BellSouth end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services.. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups. BellSouth and CLEC will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the web and are contained in the

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to PNP or other related issues.

1.2 Conversion Policy

1.3 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- · Conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a BellSouth project manager to ensure timely conversion of all INP to PNP accounts.
- · All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.
- · BellSouth will continue to offer INP until the completion date of PNP for the wire center.

1.2.1 Conversion Schedule

The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

Specific Conversion activities

The BellSouth Account Team contacts each CLEC with INP accounts to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

FOC

During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, the FOC will be sent back to the CLEC an electronic FOC.

1.3 Routing of Calls to the LRN
Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

Permanent Number Solution

2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number

portability and BellSouth is working to implement Local Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim Service Provider Number Portability ("SPNP") is available pursuant to this attachment.

2.2 BellSouth and CLEC will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs, which may be found on the web at http://www.interconnection.bellsouth.com/guides/guides.html.

2.2.1 BellSouth and CLEC will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

2.2.2 Both Parties shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

2.2.4 BellSouth will provide ordering support for CLEC's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLEC outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

2.2.5 Performance Measurements for BellSouth providing PNP are located in Attachment 11 to this Agreement, incorporated herein by this reference.

2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

2.4 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted.

FLORIDA SGAT

ATTACHMENT H
DISCOUNT RATES

Wholesale Discount

The following percentage discounts apply to BellSouth retail services as set out in Section XIV of this Statement.

Residential Services	21.83%
Business Services	16.81%

FLORIDA SGAT

ATTACHMENT I
COLLOCATION

Physical Collocation

Master Agreement

BELLSOUTH
PHYSICAL COLLOCATION
MASTER AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and _____, ("CLEC-1") a (corporation) organized and existing under the laws of _____;

W I T N E S S E T H

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Agreement

1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates in Attachment A to the SGAT shall only apply when CLEC-1 is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Agreement. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Agreement is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement.

1.2 Right to Occupy. BellSouth shall offer to CLEC-1 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Agreement and the rates contained in Attachment A to the SGAT where space is available and it is technically feasible, BellSouth will allow CLEC-1 to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by

CLEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In Florida, the size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within an eighteen (18) month period.

1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. CLEC-1 will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.5 Rates and Charges. CLEC-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.

1.6 Due Dates. If any due date contained in this Agreement falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where CLEC-1's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.1.1 At CLEC-1's expense, CLEC-1 may arrange with a contractor certified by BellSouth ("Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, CLEC-1 and CLEC-1's Certified Contractor must comply with the more stringent local building code requirements. CLEC-1's Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLEC-1 and provide, at CLEC-1's expense, the documentation, including architectural drawings, necessary for CLEC-1 to obtain the zoning, permits and/or other licenses. CLEC-1's Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the CLEC-1's Certified Contractor. CLEC-1 must provide the local BellSouth building contact with two Access Keys used to enter the

locked enclosure. Except in case of emergency, BellSouth will not access CLEC-1's locked enclosure prior to notifying CLEC-1. Upon request, BellSouth shall construct the enclosure for CLEC-1.

3.1.2 BellSouth may elect to review CLEC-1's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. CLEC-1 shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews CLEC-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.2 Shared (Subleased) Caged Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Agreement between BellSouth and CLEC-1.

3.2.1 CLEC-1, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within Attachment A to the SGAT and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLEC-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Attachment A to the SGAT, if this Application is not the initial Application made for the arrangement.

Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.2.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.3 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement and the rates set forth in Attachment A to the SGAT.

3.3.1 Should CLEC-1 elect such option, CLEC-1 must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's Certified Contractor must comply with the more stringent local building code requirements. CLEC-1's Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC-1'sCertified Contractor. CLEC-1 must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.

3.3.2 CLEC-1 must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review CLEC-1's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews CLEC-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is

constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

3.3.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At CLEC-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's Certified Contractor shall be responsible, at CLEC-1's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.3.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4. Occupancy

4.1 Occupancy. BellSouth will notify CLEC-1 in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC-1 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate CLEC-1's right to occupy the Collocation Space in the event CLEC-1 fails to comply with any provision of this Agreement.

4.2.1 Upon termination of occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall

have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1, and if applicable CLEC-1's Guest, has fully vacated the Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of CLEC-1's right to occupy Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by CLEC-1 except for ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC-1 or CLEC-1's BellSouth Certified Vendor shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA records. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC-1's failure to comply with this section.

5.1.2 CLEC-1 shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will

include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that CLEC-1 submits an application for terminations that exceed the total capacity of the collocated equipment, CLEC-1 will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 CLEC-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.

5.1.4 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. CLEC-1 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLEC-1 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to CLEC-1's equipment in the Collocation Space. In the event CLEC-1 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities. At CLEC-1's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide CLEC-1 with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space

available for installing a second entrance facility to CLEC-1's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. CLEC-1 must arrange with BellSouth for BellSouth to splice the CLEC-1 provided riser cable to the spare capacity on the entrance facility. The rates set forth in Attachment A to the SGAT will apply.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. CLEC-1 shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At CLEC-1's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. CLEC-1 must make arrangements with a Certified Supplier for such placement.

5.4 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Agreement, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1 which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. CLEC-1 and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and

building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to CLEC-1 at least 48 hours before access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.

5.6 Access. Pursuant to Section 12, CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLEC-1 and returned to BellSouth Access Management within 15 calendar days of CLEC-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

5.6.1 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1. CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit CLEC-1 to access the Collocation Space accompanied by a security escort at CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired.

5.7 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, CLEC-1 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.8.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC-1 fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known

disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Personalty and its Removal. Facilities and equipment placed by CLEC-1 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense.

5.10 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.

5.11 Janitorial Service. CLEC-1 shall be responsible for the general upkeep of the Collocation Space. CLEC-1 shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Intentionally left blank.

6.2 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.

6.3 Subsequent Application. In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLEC-1 shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Premises may include, but are not limited to,

floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.4 Space Availability Notification.

6.4.1 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by CLEC-1 or differently configured, CLEC-1 must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.4.2 Denial of Application. If BellSouth notifies CLEC-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLEC-1 that BellSouth has no available space in the requested Premises, BellSouth will allow CLEC-1, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth

shall permit CLEC-1 to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.6 Waiting List. In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.6.1 When space becomes available, CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If CLEC-1 has originally requested caged collocation space and cageless collocation space becomes available, CLEC-1 may refuse such space and notify BellSouth in writing within that time that CLEC-1 wants to maintain its place on the waiting list without accepting such space. CLEC-1 may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.

6.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.8 Application Response.

6.8.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable CLEC-1 to place a Firm Order. The Application Response will include, at a minimum, the

configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described Attachment A to the SGAT. When CLEC-1 submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.9 Application Modifications.

6.9.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth may charge CLEC-1 an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. Major changes such as requesting additional space or adding equipment may require CLEC-1 to submit the Application with an Application Fee.

6.10 Bona Fide Firm Order.

6.10.1 CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide Application or the Application will expire.

6.10.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of

a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and CLEC-1 cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

7.2 Joint Planning. Joint planning between BellSouth and CLEC-1 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to CLEC-1 during joint planning.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. CLEC-1 will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying CLEC-1 that the collocation space is ready for occupancy. In the event that CLEC-1 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

7.5 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. CLEC-1 and CLEC-1's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, CLEC-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC-1 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying CLEC-1 or any supplier proposed by CLEC-1. All work

performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.

7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, CLEC-1 may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC-1 was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then CLEC-1 may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.

7.9 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable.

8.2 Space Preparation

8.2.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day CLEC-1 occupies the collocation space, whichever occurs first.

8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. CLEC-1 shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event CLEC-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in this Section 8.

8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, CLEC-1 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC-1 shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC-1's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement

within conventional equipment rack lineups, CLEC-1 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date , or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner.

8.5 Power. BellSouth shall make available –48 Volt (-48V) DC power for CLEC-1's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Premises.

8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLEC-1's equipment or space enclosure. Recurring power charges begin on the Space Ready Date , or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner.When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified power Supplier. CLEC-1 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to CLEC-1's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by CLEC-1 must provide BellSouth a copy of the engineering power specification prior to the day on which CLEC-1's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and CLEC-1's arrangement area. CLEC-1 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLEC-1's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. CLEC-1 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, CLEC-1 has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of CLEC-1's dedicated power plant results in construction of a new power plant room, upon termination of CLEC-1's right to occupy collocation space at such site, CLEC-1 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

8.5.3 If CLEC-1 elects to install its own DC Power Plant, BellSouth shall provide AC power to feed CLEC-1's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Attachment A. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.6 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Attachment A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and CLEC-1 shall pay for such half-hour charges in the event CLEC-1 fails to show up.

8.7 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

8.8 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the

records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

8.9 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Agreement shall be due thirty (30) calendar days after receipt of the bill (payment due date). CLEC-1 will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

9.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 CLEC-1 shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to

BellSouth's Premises and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Premises, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.

9.5 CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

9.6 CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars ($500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as the CLEC-1 meets all of the requirements of this Section. If the CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

9.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 11.

12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1

may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where CLEC-1 has placed an Adjacent Arrangement pursuant to Section 3.5, CLEC-1 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this

Agreement shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

15.1 CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

16. Notices

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:	To CLEC-1:
600 N. 19th Street	_____
9th Floor	_____
Birmingham, AL 35240	_____
ATTN: CLEC Account Team	ATTN:_____

16.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.

17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

18.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

23. Compliance with Laws

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

24. Resolution of Disputes

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

25. Section Headings

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

26. Authority

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

27. Review of Agreement

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Agreement

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

29. Entire Agreement

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.	(CLEC-1's Full Company Name)
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit A

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.

1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLEC-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps

which apply to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)

Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

MICROWAVE COLLOCATION

Where technically feasible and where space is available, BellSouth will provide for physical collocation of CLEC-1's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of CLEC-1's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. CLEC-1 accepts the responsibility of determining unobstructed line-of-sight at any location where CLEC-1 applies for Microwave Collocation.

1. PROVISIONING PROCESS AND FEES

A. Initial Site Visit

CLEC-1 will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) CLEC-1 wishes to visit for potential Microwave Collocation. Such site visit consists of CLEC-1 representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. CLEC-1 will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate CLEC-1 to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) calendar days of receipt by BellSouth of CLEC-1's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLEC-1 will submit a Site Visit Request Fee as specified in Exhibit B, and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to CLEC-1 at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact CLEC-1 in an effort to discuss possible alternatives.

C. Microwave Collocation Application

This provision shall coincide with provisions under Section 6 and 7 of the Collocation Attachment.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 2 and 6 of this Agreement.

INTERCONNECTOR shall submit the Application and Inquiry document pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 6 of the Collocation Attachment, in addition to a Microwave Collocation Attachment for each central office building where INTERCONNECTOR seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

INTERCONNECTOR shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within CLEC-1's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where CLEC-1 requests Microwave Collocation. CLEC-1 will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides CLEC-1 with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide CLEC-1 a written explanation of such technical infeasibility within the specified application response interval in Section 6 of the for the applicable state(s) following BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to CLEC-1's application.

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor. CLEC-1 shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work on the Microwave Collocation arrangement pursuant to TR-73503, BST Electrical Standards for Wireless Service Providers on BellSouth facilities Issue 1, Sept 1996, and BST Building Construction and Fire Safety Standards – Section 16170 – June 1998. In some cases CLEC-1 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of Certified Vendors pursuant to Section 20.20 of BellSouth's FCC #1, Virtual Expanded Interconnection tariff or the Collocation Attachment and the Certified Vendor shall bill CLEC-1 directly for all work performed for CLEC-1 and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying CLEC-1 or any vendor proposed by CLEC-1.

If rooftop/exterior space is available BellSouth shall provide CLEC-1 an estimate for such microwave collocation as described more fully in provision 1.D at the same time BellSouth provides its interior collocation space quote.

D. **Preparation of Estimate / Application Response**

Within the applicable application response interval (specfied in Section 6 of the Collocation Attachment) after receiving from CLEC-1 a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Non-Recurring Charges and Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation and Attachment A of BellSouth's SGAT. Attachment.

The estimate shall reflect the specifications submitted by CLEC-1 and may change based on the actual field conditions encountered during construction.

(1) Estimate:

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review**:

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting CLEC-1 in the permitting process to the extent required.

(ii) **Permitting Review**:

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC-1 in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work**:

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor**:

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, if necessary, for BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by CLEC-1's contractor. The level of BellSouth's personnel or consultants shall

be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction**:

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to CLEC-1.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-top Space Rental Fee:

The Monthly Recurring Roof-top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Agreement in Exhibit B. CLEC-1 is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at CLEC-1's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), CLEC-1 will not be allowed to place such microwave antenna(e).CLEC-1 agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld. CLEC-1 shall be responsible for ensuring that the arrangement complies with local zoning requirements.

The billing for the Rooftop Space Rental Fee shall begin on the date the interior and rooftop space preparation activities are complete and the space is made available to CLEC-1, or the date CLEC-1 first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with CLEC-1 to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

E. Firm Order

All estimates shall be valid for the time period as specified in Section 6 of the Collocation Attachment, and CLEC-1 shall accept or reject within such time period, unless an extension is requested in writing by CLEC-1 and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, CLEC-1 shall so state in writing by submitting a Firm Order to BellSouth and shall pay BellSouth any applicable fees due at that time, with recurring charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with BellSouth's FCC #1tariff, Section 20, or Attachment A of BellSouth's SGAT.

BellSouth will permit one accompanied site visit to CLEC-1's designated Microwave collocation arrangement location after receipt of the Firm Order without charge to CLEC-1.

F. Pre-Design Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLEC-1 will commence within a maximum of 15 calendar days from BellSouth's receipt of a Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Firm Order. The Collocation Space Completion time period will be provided to CLEC-1 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

G. Equipment and Testing:

CLEC-1 shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. CLEC-1 shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

H. Use Permits:

CLEC-1 shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. CLEC-1 shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and CLEC-1 hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) CLEC-1 Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to CLEC-1's Microwave Collocation equipment shall remain in CLEC-1 as the property of CLEC-1 and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

A. CLEC-1 shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits, buildings permits, FCC licenses and FAA approval, if required, to operate and maintain CLEC-1's facilities during the Term of this Agreement.

B. CLEC-1 shall not use BellSouth's property or permit CLEC-1's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLEC-1's Microwave Collocation equipment. CLEC-1 shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.

C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include CLEC-1 as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify CLEC-1 from losses, costs and expenses incurred as a result of contractor's work. CLEC-1 hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that CLEC-1 shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.

D. Notwithstanding any other provision of this Agreement, CLEC-1 hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). CLEC-1 shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, CLEC-1's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

E. In the event CLEC-1 desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, CLEC-1 shall submit a new application with fee to BellSouth specifying the new location CLEC-1 proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit B.

BellSouth shall, within thirty (30) calendar days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. CLEC-1's Insurance Obligations

Pursuant to Section 8 of the Collocation Attachment.

G. At its sole cost and expense, CLEC-1 shall maintain CLEC-1's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, CLEC-1 shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If CLEC-1 shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice form BellSouth, BellSouth shall have the right but not the obligation to clean up the space on CLEC-1's behalf. In such event, CLEC-1 shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. **SECURE ACCESS**

Pursuant to Section 11 of the Collocation Attachment.

5 CABLE PROVISIONING

CLEC-1 is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth transmission engineering bonding and grounding rules MUST be followed where the cable enters the central office and at the equipment location. BellSouth shall designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with CLEC-1 in determining suitable space for CLEC-1 equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1A, and 1E above, CLEC-1 is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs CLEC-1's existing line of sight, BellSouth will work with CLEC-1 to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

CLEC-1 must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. CLEC-1 may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within the specified application response interval in Section 6 of the Collocation Attachment for the applicable state(s). "Major Alterations" shall include but not be limited to: (i) additional construction by CLEC-1 of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment A of BellSouth's SGAT.

8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

A. If, at any time, BellSouth reasonably determines that any of CLEC-1's facilities or equipment or the installation of CLEC-1's facilities or equipment does not meet the requirements outlined in this Agreement, CLEC-1 will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it complaint. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If CLEC-1 fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to CLEC-1, BellSouth may have the facilities or equipment removed or the condition correct at CLEC-1's expense. Removal of Microwave Collocation equipment shall be as specified in paragraph 9B below.

B. Except where otherwise agreed to by the Parties, CLEC-1 may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 at CLEC-1's expense and with no liability for damage or injury to CLEC-1 's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement with respect to a Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties.

10. NATURE OF USE

CLEC-1 equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 20.18 of BellSouth's FCC #1 tariff also apply. The operation of CLEC-1's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by CLEC-1 to provide power or environmental support to the roof space, CLEC-1 will bear all associated costs as specified by BellSouth to provide such services.

12. GROUNDING AND BONDING

CLEC-1 at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

By and Between

BellSouth Telecommunications, Inc.

And

_____

BELLSOUTH
REMOTE SITE COLLOCATION
MASTER AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and _____, ("CLEC-1") a (corporation) organized and existing under the laws of _____;

W I T N E S S E T H

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Remote Site Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Remote Site(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Remote Site(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Agreement

1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates included in Attachment A to the SGAT shall only apply when CLEC-1 is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.

1.2 Right to occupy. BellSouth shall offer to CLEC-1 Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Agreement, and the rates contained in Attachment A to the SGAT, BellSouth hereby grants to CLEC-1 a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by CLEC-1 and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Agreement and Attachment A to the SGAT do not include all the necessary rates, terms and conditions for BellSouth remote locations other

than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.

1.2.1 The number of racks/bays specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within an eighteen (18) month period.

1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies CLEC-1 that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon CLEC-1's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC-1. CLEC-1 agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC-1. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for CLEC-1 as above, CLEC-1 shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with CLEC-1 in obtaining such permission.

1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. CLEC-1 will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.

1.5 Use of Space. CLEC-1 shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.6 Rates and charges. CLEC-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.

1.7 Due Dates. If any due date contained in this Agreement falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. Space Availability Report

2.1 Reporting. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If CLEC-1 is unable to obtain the CLLI code, from for example a site visit to the remote site, CLEC-1 may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, CLEC-1 should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. CLEC-1 should complete all the requested information and submit the Request with the applicable fee to BellSouth.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

3. Collocation Options

3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure.

BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 7.5 following. Subject to space availability and technical feasibility, at CLEC-1's option, CLEC-1 may enclose its equipment.

3.3 Shared (Subleased) Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's Remote Collocation Space pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Agreement between BellSouth and CLEC-1.

3.3.1 CLEC-1 shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within Attachment A to the SGAT; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLEC-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Attachment A to the SGAT. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

3.4.1 Should CLEC-1 elect such an option, CLEC-1 must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.

3.4.2 BellSouth maintains the right to review CLEC-1's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the equipment becoming operational, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CLEC-1, at CLEC-1's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At CLEC-1's option, and where the local authority having

jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's BellSouth Certified Contractor shall be responsible, at CLEC's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

4.1 Occupancy. BellSouth will notify CLEC-1 in writing that the Remote Collocation Space is ready for occupancy. CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC-1 may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

4.2.1 Upon termination of occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Remote Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1, and if applicable CLEC-1's Guest, has fully vacated the Remote Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, CLEC-1 shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties. CLEC-1 shall be responsible for the cost of removing any enclosure,

together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC-1's failure to comply with these requirements.

5.1.2 CLEC-1 shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.1.3 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All CLEC-1 equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased entrance facilities into the Remote Collocation Space from CLEC-1's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. CLEC-1 will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by

BellSouth. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable. CLEC-1 is responsible for maintenance of the entrance facilities.

5.2.1 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same BellSouth Remote Site Location.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. CLEC-1 or its agent must perform all required maintenance to CLEC-1 equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.

5.4 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Agreement, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1.

5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.

5.6 Access. Pursuant to Section 12, CLEC-1 shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLEC-1 and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Agreement or the termination of occupancy of an individual Remote Site collocation arrangement.

5.6.1 CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date CLEC-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC-1 may submit such a request at

any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit CLEC-1 to access the Collocation Space accompanied by a security escort at CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired.

5.7 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC-1 fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Presence of Facilities. Facilities and equipment placed by CLEC-1 in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by CLEC-1 at any time. Any damage caused to the Remote Collocation Space by CLEC-1's employees, agents or representatives shall be promptly repaired by CLEC-1 at its expense.

5.10 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by CLEC-1. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.

5.11 Upkeep of Remote Collocation Space. CLEC-1 shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. CLEC-1 shall be responsible for removing any CLEC-1 debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

6.1 Intentionally left blank.

6.2 Application for Space. CLEC-1 shall submit a Remote Site Collocation Application when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

6.3 Initial Application. For CLEC-1 or CLEC-1's Guest(s) equipment placement, CLEC-1 shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.1.1. An Application Fee will apply.

6.4 Subsequent Application In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLEC-1 shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.4.1 Subsequent Application Fee. The application fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.5 Availability of Space. Upon submission of an Application, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7.2 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation

options may be available. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount that is available.

6.5.1 Availability Notification. BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by CLEC-1, CLEC-1 must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order..

6.6 Denial of Application. If BellSouth notifies CLEC-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLEC-1 that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow CLEC-1, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit CLEC-1 to inspect any plans or diagrams that BellSouth provides to the Commission.

6.8 Waiting List. In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that,

upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.8.1 When space becomes available, CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. CLEC-1 may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.

6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.10 Application Response.

6.10.1 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable CLEC-1 to place a Firm Order. When CLEC-1 submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth may charge CLEC-1 an Application Fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT.

Major changes, such as requesting additional space or adding equipment may require CLEC-1 to resubmit the Application and an additional Application Fee shall apply.

6.12 Bona Fide Firm Order.

6.12.1 CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in this Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide Application or the Application will expire.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.12.3 BellSouth will permit one accompanied site visit to CLEC-1's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to CLEC-1.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and CLEC-1 cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide CLEC-1 with the estimated completion date in its Response.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. CLEC-1 will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying CLEC-1 that the collocation space is ready for occupancy. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

7.5 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide CLEC-1 with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and CLEC-1 upon successful completion of installation. The Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying CLEC-1 or any supplier proposed by CLEC-1. All work performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.

7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of alarms used to service CLEC-1's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its Florida Access Services Tariff, Section E20 for Remote Site Collocation locations. The rates

shall be the same as provided in this Attachment A to the SGAT. CLEC-1 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, CLEC-1 may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, and (ii) CLEC-1 was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then CLEC-1 may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

7.8 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Remote Collocation Space(s), CLEC-1 will reimburse BellSouth for the applicable non-recurring rate for any and all work processes for which work has begun.

7.9 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable.

8.2 Recurring Fees. Recurring charges begin on the date that CLEC-1 executes the written document accepting the Remote Collocation Space pursuant to Section 7.4, or on the date CLEC-1 first occupies the Remote Collocation Space, whichever is sooner. If CLEC-1 fails to schedule and complete a walkthrough pursuant to Section 7.4 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing CLEC-1 for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by CLEC-1's current billing cycle.

8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power CLEC-1's equipment. CLEC-1 shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for CLEC-1's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLEC-1's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to CLEC-1's equipment becoming operational. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

8.7 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges shall be due as dictated by CLEC-1's current billing cycle. CLEC-1 will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

9.1 Maintain Insurance. CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 Coverage. CLEC-1 shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident,

one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Remote Site Location.

9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by CLEC-1 shall be deemed to be primary. All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.

9.5 Submit certificates of insurance. CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1"'s insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

9.6 Conformance to recommendations made by BellSouth's fire insurance company. CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars ($500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.3. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as CLEC-1 meets all of the requirements of this Section. If CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 9.2.1 and 8.2.3.

9.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

10. Mechanics Liens

10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals

mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 12.

12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the

event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees,

agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property that is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall CLEC-1, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.

12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Agreement with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth,

to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC-1"'s permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC-1"'s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where CLEC-1 has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

15.1 Agreement is not exclusive. CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other

Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

16. Notices

16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:	To CLEC-1:
600 N. 19th Street	_____
9th Floor	_____
Birmingham, AL 35240	_____
ATTN: CLEC Account Team	ATTN:_____

16.2.1 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

17. Indemnity/Limitations of Liability

17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.

17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

18. Publicity

18.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred

or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

19. Force Majeure

19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

20. Assignment

20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

21. No Implied Waiver

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. Governing Law

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

23. Compliance with Laws

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

24. Resolution of Disputes

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

25. Section Headings

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

26. Authority

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

27. Review of Agreement

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. Filing of Agreement

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

29. Entire Agreement

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.	(CLEC-1's Full Company Name)
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print or Type Name	Print or Type Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.

1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLEC-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply

to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)

Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility, which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Condition