

ORIGINAL

**BELLSOUTH**

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May 22, 2003

Mrs. Blanca S. Bayo  
Director, Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

**RE: Docket 030224-TP Request for approval of interconnection, unbundling, resale, and collocation agreement between BellSouth Telecommunications, Inc. and CariLink International, Inc.**

Dear Ms. Bayo:

On March 4, 2003, BellSouth and CariLink International, Inc. filed an interconnection, unbundling, resale, and collocation agreement for Florida Public Service Commission approval. The subject of the cover letter of the filing was styled as referenced above. However, several page-numbering discrepancies have been brought to our attention

Please use this letter to correct the aforementioned page-numbering discrepancies. Page 24 of 642 (of the entire document) should read "General Terms and Conditions Page 20", rather than "General Terms and Conditions Page 21."

Also, included are pages 395 and 396 of 642 of the entire document. These pages are attached hereto.

I would appreciate your assistance in correcting the filing and record in question.

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President (KA)

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calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review CariLink International's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require CariLink International to remove or correct within seven (7) calendar days at CariLink International's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared Collocation. CariLink International may allow other telecommunications carriers to share CariLink International's Remote Collocation Space pursuant to terms and conditions agreed to by CariLink International ("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. CariLink International 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 CariLink International that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and CariLink International.

3.3.1 CariLink International, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide CariLink International with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, CariLink International shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this non-recurring fee on the date that BellSouth provides its written response ("Application Response").

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the

provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.3 CariLink International 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 CariLink International'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 permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, 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 CariLink International and in conformance with BellSouth's design and construction specifications. Further, CariLink International shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should CariLink International elect Adjacent Collocation, CariLink International must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CariLink International and CariLink International's Certified Supplier must comply with local building code requirements. CariLink International's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CariLink International's Certified Supplier shall bill CariLink International directly for all work performed for CariLink International pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CariLink International's Certified Supplier. CariLink International 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 CariLink International's locked enclosure prior to notifying CariLink International.
- 3.4.2 CariLink International must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review CariLink International's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications.