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June 11, 2004

BY HAND DELIVERY

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

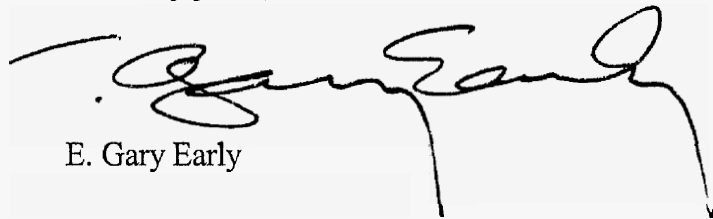
Re: Docket ~~031125-TP~~ ^{040488-TP} *ML*

Dear Ms. Bayó:

Enclosed for filing on behalf of IDS Telcom, LLC are an original and fifteen copies of IDC Telcom, LLC's Answer, Affirmative Defenses and Counterclaim to BellSouth's Complaint to Enforce Deposit Requirements in the above referenced docket.

Thank you for your assistance with this filing.

Sincerely yours,



E. Gary Early

EGE/amb
Enclosures

DOCUMENT NUMBER-DATE

06531 JUN 11 3

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing have been served upon the following parties by Hand Delivery (*) and/or U. S. Mail this 11th day of June, 2004.

Patricia Christensen, Esq.*
Office of General Counsel
Room 370 Gunter Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

James Meza, III, Esq.
Nancy B. White, Esq.
c/o Ms. Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556


Norman H. Horton, Jr.

FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth)	Docket No. 040488-TP
Telecommunications, Inc. Against)	
IDS Telcom LLC. to Enforce)	Filed June 11, 2004
Interconnection Agreement Deposit)	
Requirements)	

**RESPONDENT IDS TELCOM LLC'S ANSWER, AFFIRMATIVE DEFENSES AND
COUNTERCLAIM TO BELLSOUTH'S COMPLAINT
TO ENFORCE DEPOSIT REQUIREMENTS**

RESPONDENT IDS TELCOM, LLC ("IDS"), by and through its undersigned counsel, and pursuant to Rule 28-106.203, Florida Administrative Code, hereby files this Answer, Defenses and Counterclaim to the Petitioner BellSouth Telecommunications, Inc.'s ("BellSouth") Complaint To Enforce Deposit Requirements ("Complaint"), and in support thereof states as follows:

I. ANSWER

1. IDS admits the allegations of paragraph 1 of BellSouth's Complaint.
2. IDS admits the allegations of paragraph 2 of BellSouth's Complaint.
3. IDS admits the allegations of paragraph 3 of BellSouth's Complaint.
4. IDS admits the allegations of paragraph 4 of BellSouth's Complaint.
5. With respect to the allegations of paragraph 5 of BellSouth's Complaint, IDS admits only that the filed interconnection agreement speaks for itself. IDS denies BellSouth's interpretation of the interconnection agreement or that BellSouth has accurately and completely cited the relevant portions of that interconnection agreement and/or any amendments thereto which IDS may be legally entitled to obtain, and demands strict proof thereof.

6. With respect to the allegations of paragraph 6 of BellSouth's Complaint, IDS admits only that the filed interconnection agreement speaks for itself. IDS denies BellSouth's interpretation of the interconnection agreement or that BellSouth has accurately and completely cited the relevant portions of that interconnection agreement and/or any amendments thereto which IDS may be legally entitled to obtain, and demands strict proof thereof.

7. With respect to the allegations of paragraph 7 of BellSouth's Complaint, IDS admits only that the filed interconnection agreement speaks for itself. IDS denies BellSouth's interpretation of the interconnection agreement or that BellSouth has accurately and completely cited the relevant portions of that interconnection agreement and/or any amendments thereto which IDS may be legally entitled to obtain, and demands strict proof thereof.

COUNT I

8. With respect to the allegations of paragraph 8 of BellSouth's Complaint, IDS admits only that BellSouth demanded a \$4,600,000 deposit by way of a letter dated December 9, 2003, but denies all other allegations of this paragraph. IDS specifically denies that BellSouth conducted any legitimate credit analysis of IDS and demands strict proof thereof.

9. IDS admits the allegations of paragraph 9 of BellSouth's Complaint.

10. With respect to the allegations of paragraph 10 of BellSouth's Complaint, IDS admits only that BellSouth responded to Mr. Leiro's letter; but cannot admit any other allegations because the referenced exhibit has not been provided to IDS (BellSouth has only provided IDS a notice stating that the exhibit is confidential). IDS disputes and denies BellSouth interpretation of any such correspondence and demands strict proof thereof.

11. With respect to the allegations of paragraph 11 of BellSouth's Complaint, IDS admits only that the parties exchanged correspondence; all other allegations are denied. IDS cannot

admit any other allegations because the referenced exhibits have not been provided to IDS (BellSouth has only provided IDS a notice stating that the exhibits are confidential). IDS disputes and denies BellSouth interpretation of any such correspondence and further denies that BellSouth ever attempted to negotiation anything in good faith; and thus IDS demands strict proof thereof.

12. IDS denies the allegations of paragraph 12 of BellSouth's Complaint, and demands strict proof thereof.

13. IDS denies the allegations of paragraph 13 of BellSouth's Complaint, and demands strict proof thereof.

14. IDS denies the allegations of paragraph 14 of BellSouth's Complaint, and demands strict proof thereof.

15. IDS denies the allegations of paragraph 15 of BellSouth's Complaint, and demands strict proof thereof.

COUNT II

16. With respect to the allegations of paragraph 16 of BellSouth's Complaint, IDS incorporates by reference its responses to paragraphs 1 through 15 of BellSouth's Complaint, as if set forth herein in full.

17. IDS denies the allegations of paragraph 17 of BellSouth's Complaint, and demands strict proof thereof.

18. With respect to the allegations of paragraph 18 of BellSouth's Complaint, IDS denies the existence of any alleged absolute right claimed by BellSouth and further states that it has no knowledge of BellSouth's intentions, and thus demands strict proof thereof.

19. With respect to the allegations of paragraph 19 of BellSouth's Complaint, IDS states that to the extent possible, it too requests expedited consideration of the instant dispute; but only so long as IDS has the right to fully and adequately defend against BellSouth's Complaint and the demands for relief requested therein.

20. With respect to all other allegations and/or requests for relief in BellSouth's Complaint which have not been specifically addressed previously herein, IDS deny the same and respectfully requests this Commission deny all such requests for relief.

II. AFFIRMATIVE DEFENSES

1. As a First Affirmative Defense, IDS states that BellSouth has breach the covenant of good faith and fair dealing inherent in every contract with respect to any such deposit request; including but not limited to BellSouth's refusal to implement any such contract provisions in good faith.

2. As a Second Affirmative Defense, IDS states that BellSouth has failed to comply with conditions precedent inherent in the interconnection agreement and relevant provisions which BellSouth seeks to enforce.

3. As a Third Affirmative Defense, IDS states that this Commission does not have subject matter jurisdiction to enforce deposit provisions for service rendered in other states; and hence any such deposit amount should be limited to (and calculated according to) services rendered only in the state of Florida.

4. As a Fourth Affirmative Defense, IDS states that in this proceeding, BellSouth seeks to impose deposit requirements for services provided in states other than Florida (such as Georgia, North Carolina and Tennessee); which are regulated by other jurisdictions. The proper

venues for determining deposit amounts for services rendered in other states are the applicable utility commissions for such other states and not this Commission.

5. As a Fifth Affirmative Defense, IDS states that BellSouth has refused to allow IDS to amend its interconnection agreement to adopt relevant deposit and/or billing provisions found in other interconnection agreements within the state of Florida, which are currently available for adoption under 47 U.S.C. Section 252; and that such actions violate the parties' current Interconnection Agreement and 47 U.S.C. Section 252.

6. As a Sixth Affirmative Defense, IDS states that BellSouth has applied its deposit requests in a discriminatory and improper manner, including but not limited to: (a) having allowed other CLECs terms over time and/or no deposit requirements at all; (b) having accepted other forms of security from other CLECs; and (c) and having improperly used its own billing errors, billing delays and other billing disputes as a basis for its deposit requests.

7. As a Seventh Affirmative Defense, IDS states that BellSouth has violated applicable state and federal telecommunications rules, regulations, rulings and law in reference to the disputes raised in BellSouth's Complaint and thus is barred from seeking and/or obtaining the relief sought and requested therein.

8. As a Eighth Affirmative Defense, IDS states that notwithstanding BellSouth's refusal to comply with 47 U.S.C. Section 252, IDS nevertheless is entitled to the terms and conditions of the deposit and/or billing section of the Florida Interconnection Agreement between BellSouth and Supra Telecommunications and Information Systems, Inc. (dated July 15, 2002), and thus this dispute should be resolved in accordance with the relevant deposit language in that interconnection agreement.

9. As a Ninth Affirmative Defense, IDS states that BellSouth is barred from seeking the relief sought in this docket due to its own prior breach of the parties' Interconnection Agreement, including provisions of such agreement that directly impact resolution of the issues and disputes addressed in this docket.

III COUNTERCLAIM

1. This Commission has jurisdiction of this Counterclaim by virtue of the filing of BellSouth's Complaint, the parties/counsels' existing appearances in this docket, Section 364.162, Florida Statutes, BellSouth Telecommunications, Inc. v. MCI Metro Access Transmissions Serv., 317 F.3d 1270 (11th Cir. 2003) (en banc), and paragraph 10 of the General Terms and Conditions of the parties' Interconnection Agreement.

2. This Counterclaim involves BellSouth refusal to comply with the amendment and adoption provisions of the underlying Interconnection Agreement at issue in this docket (i.e. Interconnection Agreement between BellSouth and IDS, effective on or about February 5, 2003).

3. Paragraph 13 of the General Terms and Conditions of the parties' Interconnection Agreement states in pertinent part as follows:

"Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC Section 252 and the FCC rules and regulations regarding such availability, to IDS Telecom any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC Section 252."

4. On or about December 31, 2003, Angel Leiro of IDS made a request of Martha Romano of BellSouth to adopt the deposit provisions of an existing approved and filed Florida interconnection agreement between BellSouth and Supra Telecommunications and Information Systems, Inc. ("Supra Telecom") (dated July 15, 2002). A copy of IDS' request is attached hereto as Exhibit "A".

5. On or about February 11, 2004, Martha Romano of BellSouth responded to Angel Leiro of IDS, stating that BellSouth refused to allow such adoption request. A copy of BellSouth's response is attached hereto as Exhibit "B".

6. On or about February 16, 2004, Angel Leiro of IDS made a second request of Martha Romano to adopt such deposit provisions citing the FCC's decision in The Matter of Qwest Communications International, Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Contractual Arrangement under Section 252(a)(1), as support for such request. A copy of that letter is attached hereto as Exhibit "C".

7. On or about March 11, 2004, Martha Romano of BellSouth responded to Angel Leiro's letter of February 16, 2004, stating BellSouth's position continuing to refuse such an adoption/amendment. A copy of BellSouth's letter is attached hereto as Exhibit "D".

8. On or about April 22, 2004, Angel Leiro of IDS sent Martha Romano of BellSouth an e-mail requesting adoption of the entire billing section of the interconnection agreement between Supra Telecom and BellSouth. A copy of that e-mail request is attached hereto as Exhibit "E".

9. On or about May 10, 2004, Martha Romano of BellSouth sent Angel Leiro of IDS a responsive letter, once again refusing to allow IDS to adopt the entire billing section of Supra Telecom's interconnection agreement with BellSouth. A copy of BellSouth's May 10, 2004 response is attached hereto as Exhibit "F".

10. BellSouth's refusal to allow IDS to adopt the deposit provisions of the Supra Telecom interconnection agreement with BellSouth is a violation of the parties' Interconnection Agreement; the applicable FCC and Florida PSC rules, rulings and regulations; and 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

11. BellSouth's refusal to allow IDS to adopt the billing section of the Supra Telecom interconnection agreement with BellSouth is a violation of the parties' Interconnection Agreement; the applicable FCC and Florida PSC rules, rulings and regulations; and 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

12. IDS respectfully requests that this Commission enter an order which:

(a) grants declaratory relief regarding IDS' adoption rights under the interconnection agreement, Florida law and 47 U.S.C. Section 252;

(b) grants specific performance of IDS' right to adopt the above relevant provisions of the interconnection agreement between Supra Telecom and BellSouth;

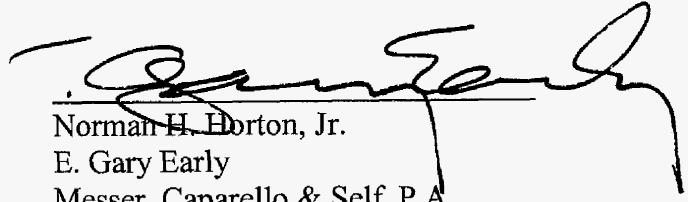
(c) deems that such relevant provisions of the interconnection agreement between Supra Telecom and BellSouth have replaced the relevant deposit and/or billing section language in interconnection agreement between the parties;

(d) prohibits and/or enjoins BellSouth from taking actions under those sections of the parties' interconnection agreement which BellSouth refuses to replace with the relevant adoptable language found in the Supra Telecom/BellSouth interconnection agreement which IDS has sought to adopt; and

(e) grants any and all other such other and further relief necessary to implement the adoption requests by IDS Telecom regarding deposit requirements and/or billing, and which enforces the parties' rights under the Interconnection Agreement and applicable Florida and Federal law.

WHEREFORE, Respondent IDS Telcom, LLC, hereby files this Answer, Affirmative Defenses and Counterclaim to the Petitioner BellSouth Telecommunications, Inc.'s Complaint To Enforce Deposit Requirements.

Respectfully submitted,



Norman H. Horton, Jr.
E. Gary Early
Messer, Caparello & Self, P.A.
215 S. Monroe Street, Suite 701
P.O. Box 1876
Tallahassee, FL 32302-1876
(850) 222-0720

Counsel for IDS Telcom, LLC

-----Original Message-----

From: Angel Leiro [mailto:aleiro@IDSTELCOM.com]
Sent: Wednesday, December 31, 2003 3:28 PM
To: Romano, Martha
Subject: FW: Request for Amendment of ICA dated 2/5/03 btwn IDS and BellSouth

Resend. Not sure if the first one got through.

Happy New Year!

Regards.

Angel

-----Original Message-----

From: Angel Leiro
Sent: Wednesday, December 31, 2003 3:20 PM
To: 'martha.romano@bellsouth.com'
Subject: Request for Amendment of ICA dated 2/5/03 btwn IDS and BellSouth

Martha:

IDS would like to adopt: (1) the dispute resolution provisions; and (2) deposit requirement provisions; between BellSouth and Supra Telecommunications & Information Systems, Inc. (arising out of an Interconnection Agreements dated July 15, 2002). As I understand it, the current dispute resolution provisions between Supra and BellSouth can be found in an Amendment between Supra and BellSouth dated August 20, 2002, and which was filed with the Florida Public Service Commission on August 21, 2002 in FPSC Docket No. 001305-TP.

Please let me when you can have a proposed amendment available. Alternatively, IDS would be happy to prepare the adoption agreement.

If you have any questions or comments, please feel free to contact me.

Regards,

Angel M. Leiro
V-P Regulatory Affairs
IDS Telcom, LLC.
Tel: (305) 612-4311
Fax: (305) 612-3027
aleiro@idstelcom.com

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BellSouth Interconnection Services

675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Martha Romano
404.927.7507
FAX: 404 529-7839

Sent Via Electronic Mail

February 11, 2004

Mr. Angel Leiro
V-P Regulatory Affairs
IDS Telcom, L.L.C.
1525 N.W. 167th Street
Miami, Florida 33169

Dear Angel:

This is in response to your electronic mail message dated December 31, 2003 to request adoption of the Supra Telecommunications & Information Systems, Inc. (Supra) dispute resolutions provisions as amended by the Parties August 20, 2002 as well as Supra's deposit requirement provisions

BellSouth declines IDS Telcom's request to adopt Supra's dispute resolution provisions and deposit requirement provisions for the following reasons:

- Supra's dispute resolution provisions were adopted from AT&T Communications of the Southern States, Inc., Florida Agreement and a Party may not amend an agreement to incorporate provisions or terms, conditions and rates that have been adopted into another agreement.
- Adoptions pursuant to 47 USC § 252(i) are limited network elements, services, and interconnection rates terms and conditions and do not apply to other aspects of the Interconnection Agreement. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service or network element" under the same terms and conditions as the original Interconnection Agreement.
- Network elements are defined in 47 USC § 3 to mean a "facility or equipment used in the provision of a telecommunications service."
- Additionally, although the term "service" is not specifically defined in 47 USC various terms have "service" included within other terms. Each of these terms, such as telecommunication service and telephone exchange service, refer to offering telecommunications directly to the public, via some sort of telecommunications equipment. This term would also include resale, collocation, number portability, access to rights of way and other obligations set forth in 47 USC § 251, as well as other services BellSouth makes available under the interconnection agreement.

Should you have any questions, I may be reached at 404-927-7507.

Sincerely,
Martha Romano
Manager, Interconnection Services

February 16, 2004

Via E-Mail & Federal Express

Ms. Martha Romano
Manager, Interconnection Services
BellSouth Telecommunications, Inc.
675 West Peachtree Street
Room 34S91
Atlanta, GA 30375

Re: Interconnection Adoption Amendments

Dear Martha:

This letter is in response to your letter of February 11, 2004 in which you state that BellSouth declines IDS' request to adopt: (a) the dispute resolution provisions given to Supra Telecom in an Amendment; and (b) the deposit requirements provided to Supra Telecom. This letter is also a formal request by IDS to adopt those provisions of the Supra Telecom agreement relating to unbundled Tandem Switching (including any melded tandem switching).

With respect to the prior adoption requests, your first concern in your letter of February 11, 2004 is that IDS is seeking dispute resolution provisions that Supra adopted from an agreement between AT&T Communications of the Southern States, Inc. and BellSouth ("AT&T/BellSouth Agreement"). You state that BellSouth will not allow the adoption of language adopted by another CLEC. Just so that we are clear, please give IDS the same amendment provided to Supra; i.e. the language originally found in the AT&T /BellSouth Agreement. If you wish, IDS will draft this proposed Amendment.

Your second, third and fourth concerns involve the definition of "interconnection, services, or network elements" which may be adopted by a CLEC. These same terms are used in both Sections 252(a)(1) and 252(i). Section 252(a)(1) of the Telecom Act states in pertinent part as follows:

"Upon receiving a request for interconnection, services, or network elements pursuant to section 251 of this title, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier . . . The agreement . . . shall be submitted to the State commission . . ."

Using similar language, Section 252(i) deals with adoptions and states in pertinent part as follows:

"A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier . . ."

In The Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), FCC Order No. 02-276 (WC Docket No. 02-89), the FCC discussed the types of provisions and agreements which fall under the definition of **"interconnection, services or network elements"** which need to be filed with state commissions. In particular, the FCC stated that provisions relating to: **"business relationships and business-to-business administrative procedures (e.g. escalation clauses, dispute resolution provisions, arrangements regarding the mechanics of provisioning and billing, arrangements for contacts between the parties, and non-binding service quality or performance standards),"** are agreements for **"interconnection, services, or network elements"** which must be filed with state commissions under Section 252(a)(1).

Given that Section 252(i) requires BellSouth to make available to IDS any **"interconnection, services or network elements"** made available to other CLECs, under FCC Order No. 02-276, IDS should be allowed to adopt any provision found in another CLEC interconnection agreement which deals with: **"business relationships and business-to-business administrative procedures (e.g. escalation clauses, dispute resolution provisions, arrangements regarding the mechanics of provisioning and billing, arrangements for contacts between the parties, and non-binding service quality or performance standards)."**

It is my understanding that BellSouth allowed Supra Telecom to adopt the dispute resolution provisions of the AT&T/BellSouth Agreement, under the authority of FCC Order No. 02-276. IDS wants nondiscriminatory treatment, and in particular the same treatment which BellSouth gave Supra Telecom; i.e. the ability to adopt provisions dealing with: **"business relationships and business-to-business administrative"** as discussed in FCC Order No. 02-276.

The deposit provisions found in the Supra Telecom agreement clearly deal with **"business relationships and business-to-business administrative procedures."** Therefore under FCC Order No. 02-276, IDS should be allowed to adopt such provisions.

Ms. Martha Romano
Manager, Interconnection Services
BellSouth Telecommunications, Inc.
February 16, 2004
Page 3 of 3

Given the fact that deposit requirements (just like dispute resolution provisions) can be cleanly separated from the other terms and conditions, we believe any Amendment need only deal with the deposit requirement. Nevertheless, if you believe that other language must follow, then advise me of what additional language may be required in the Amendment and BellSouth's reasons for including any such additional language. If you wish, I would be happy to draft the proposed Amendment.

Finally, let this letter also serve as IDS' formal request to adopt the terms and rates for the Tandem Switching UNE, which is found in Sections 6.6 and 6.7 of Attachment 2 of the Supra Telecom agreement. These sections should replace Section 4.3 of Attachment 2 of IDS' current agreement. If you wish, I would be happy to propose a draft Amendment on this issue.

If you need a copy of any of the documents referenced above, or if you have any questions, please do not hesitate to contact me directly.

Thank you for your assistance in this regard.

Sincerely,

Angel Leiro
V-P Regulatory Affairs

Cc: File

BellSouth Interconnection Services

675 W. Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Martha Romano
404.927.7507
FAX: 404 529-7839

Sent Via Electronic Mail

March 11, 2004

Mr. Angel Leiro
V-P Regulatory Affairs
IDS Telcom, L.L.C.
1525 N.W. 167th Street
Miami, Florida 33169

Dear Angel:

This is in response to your letter dated February 16, 2004 regarding BellSouth's letter of February 11, 2004 responding to IDS Telecom, L.L.C.'s request to adopt the Supra Telecommunications & Information Systems, Inc. (Supra) dispute resolutions provisions as amended by the Parties August 20, 2002 as well as Supra's deposit requirement provisions

BellSouth's disagrees with IDS Telcom's interpretation of FCC Order No. 02-276, in The Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangement under Section 252(a)(1). In this Order the FCC addresses the responsibilities of an ILEC in filing an interconnection agreement and the content of said agreement with the appropriate Commission as:

"an agreement that creates an ongoing obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocations is an interconnection agreement that must be filed pursuant to 252(a)(1)."

The Order did not address the requirements of an adoption pursuant to 252(i). Further, BellSouth has never claimed that it has allowed Supra or any other carrier to adopt any provision "under the authority of FCC Order No. 02-276," as your letter claims. Therefore, BellSouth again declines IDS Telcom's request to adopt Supra's dispute resolutions provision and deposit requirement provisions as indicated in BellSouth's letter to IDS Telcom dated February 11, 2004.

In addition, you have requested to adopt the Supra tandem switching language, including melded tandem switching rate language. As you well know, Supra's agreement does not include melded tandem switching rate language. IDS Telcom may only adopt that tandem switching language that replaces language in the IDS agreement. Thus, IDS Telcom would retain its melded tandem switching language in its current agreement. Further, BellSouth retains all rights regarding the D.C. Circuit Courts vacature of the TRO to the extent it addresses unbundled switching.

BellSouth shall make available to IDS Telcom as stated in 252(i) " the same terms and conditions as provided in the [Supra] agreement." Therefore, the absence of terms and conditions in an agreement are not available for adoption.

Should you have any questions, I may be reached at 404-927-7507.

Sincerely,
Martha Romano
Manager, Interconnection Services

From: Angel Leiro
Sent: Thursday, April 22, 2004 3:58 PM
To: 'Romano, Martha'
Subject: RE: Response to - Request for Amendment of ICA dated 2/5/03 btwn IDS and BellSouth

Martha:

As a follow-up and alternative to some of the prior IDS' adoption requests (as indicated below) that have been denied, and in an attempt to determine what BellSouth will allow IDS to adopt, please respond to the following inquiry. Will BellSouth allow IDS to adopt the entire billing section of the Supra Agreement? So that we are clear, I believe Attachment 6 of the Supra Agreement would replace Attachment 7 of the IDS Agreement. Please let me know BellSouth's position as soon as possible.

Thank you.

Regards,

Angel M. Leiro
V-P Regulatory Affairs
IDS Telcom, LLC.
Tel: (305) 612-4311
Fax: (305) 612-3027
aleiro@idstelcom.com

BellSouth Interconnection Services

675 W. Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Martha Romano
404.927.7507
FAX: 404.529-7839

Sent Via Electronic Mail

✉

May 10, 2004

Mr. Angel Leiro
V-P Regulatory Affairs
IDS Telcom, L.L.C.
1525 N.W. 167th Street
Miami, Florida 33169

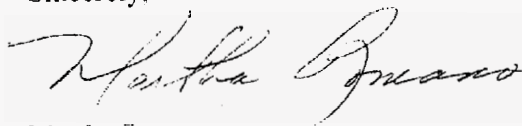
Dear Angel:

This is in response to your electronic mail dated April 22, 2004 regarding IDS Telecom's request to adopt Attachment 6 - Billing of the Supra Telecommunications & Information Systems, Inc. (Supra) Interconnection Agreement.

As indicated in previous correspondence, Section 252(i) of the Act permits CLECs to adopt "any interconnection, service, or network element" provided pursuant to a filed an approved agreement. Attachment 6 of the Supra agreement sets forth how billing processes will work. Attachment 6 does not contain any terms and conditions specific to the provision of "any interconnection, service, or network element." Thus, Attachment 6 (a billing attachment) is not available for adoption pursuant to the Act.

I trust this information satisfies your concerns regarding this matter, Should you have any questions, I may be reached at 404-927-7507.

Sincerely,



Martha Romano
Manager, Interconnection Services