

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint against BellSouth)
Telecommunications, Inc., for alleged)
overbilling and discontinuance of service)
And petition for emergency order restoring)
Service, by IDS Telcom LLC.)

Docket No. 031125-TP
Filed: July 22, 2004

DIRECT TESTIMONY AND EXHIBITS

OF

JERMAINE JOHNSON

ON BEHALF OF

IDS TELCOM, LLC.

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6

7

8 **Q. PLEASE STATE YOUR NAME AND ADDRESS.**

9 A. My name is Jermaine Johnson. My business address is 1525 NW 167th
10 Street, Suite 200, Miami, Florida 33169.

11

12 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT POSITION?**

13 A. I am currently employed by IDS Telcom, LLC ("IDS") in the position of
14 Operations Manager.

15

16 **Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?**

17 A. As the Operations Manager, I am responsible for analyzing and improving
18 IDS' network plan and functions. I am also responsible for managing several IDS
19 departments, including IDS' provisioning, toll free and customer service
20 departments. I am also responsible for setting IDS' ordering procedures for its
21 operations, and ensuring that IDS meets and achieves industry standards.

22

1 **Q. PLEASE PROVIDE SOME BRIEF INFORMATION ON YOUR**
2 **BACKGROUND AND EXPERIENCE.**

3 A. I studied Network and Communications Management at DeVry University
4 in North Brunswick, New Jersey. During my studies, I worked for six months at
5 the the headquarters office of the National Exchange Carrier Association
6 ("NECA") in Whippany, New Jersey. Thereafter, I worked for Primus
7 Telecommunications, Inc., in Florida, for approximately eighteen months in a
8 network operations position and gained experience with their network and
9 switches. I have since worked for IDS for over four years in various operational
10 positions, including as the networks operations manager and my current position
11 as the operations manager. I am familiar with IDS' own facilities network and
12 using and combining unbundled network elements to provision
13 telecommunications service.

14

15 **Q. HAVE YOU TESTIFIED PREVIOUSLY ON TELECOMMUNICATIONS**
16 **ISSUES BEFORE ANY REGULATORY BODY?**

17 A. No. However, I am knowledgeable about network operations and am
18 competent to give testimony about the matters set forth herein.

19

20 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

21 A. The purpose of my testimony is to give evidence on whether BellSouth
22 Telecommunications, Inc. ("BellSouth") provides (and provides to IDS) non-
23 discriminatory cost-based access to Enhanced Extended Links ("EELs"), and in

1 particular "DS0" EELs. The answer to this question impacts and relates to
2 Issues 5(a) and 5(b) of this docket.

3

4 **Q. HAS BELLSOUTH PROVIDED IDS ACCESS TO NON-**
5 **DISCRIMINATORY COST-BASED "DS0" EELS?**

6 A. No. BellSouth has not provided IDS, and does not provide IDS, access to
7 non-discriminatory cost based "DS0" EELs. The DS0 EELs allegedly offered by
8 BellSouth do not provide concentration and thus force a CLEC to create an
9 inefficient and costly network which BellSouth itself does not and will not use.
10 Moreover, BellSouth offers no way to order DS0 EELs on LENS, and in fact such
11 EELs cannot be ordered using any of BellSouth's automated ordered systems.

12

13 **Q. WHAT IS A "DS-0" AND WHAT IS CONCENTRATION?**

14 A. A "DS0" is a standard 2-wire or 4-wire analog voice grade loop. It is the
15 basic unit of telephone service and is often referred to as a POTS line (an
16 acronym for "Plain Old Telephone Service"). A DS1 contains twenty-four (24)
17 digitized DS0 channels (such as a "T-1"). "Concentration" is a term used by
18 network engineers and analysts, which describes the ratio of local loops that may
19 share a switch port or transport. Because each end-user only uses the
20 telephone a portion of the time, it is unnecessary and wasteful to dedicate one
21 switch port and/or connection path ("channel"), for every end-user customer line
22 (or local loop). Network engineers seek to maximum their use of transport and
23 switching resources, by using statistics to determine an acceptable ratio of switch

1 ports and transport facilities to local loops. An optimal ratio is one that minimizes
2 the number of switch ports and transport facilities, while still maintaining an
3 acceptable level of available service without end-users experiencing network
4 blockage (or "busy signals"). As a general proposition, networks such as
5 BellSouth's have concentration levels of between four-to-one and six-to-one,
6 depending upon whether the end-user is a residential or business customer.
7 This ratio represents the number of local loops for every switch port and transport
8 facility incorporated into the network design. Since business customers generally
9 use their telephones more than residential customers, a lower concentration level
10 of four-to-one is more appropriate (compared to a six-to-one concentration level
11 for residential customers). Basically, concentration is a feature of local loops.
12 BellSouth itself concentrates all of its local loops before connection to a switch
13 port. Typical concentration levels used by BellSouth are at least four-to-one and
14 greater, depending upon the character of the central office and the type of
15 customers served from the central office.

16

17 **Q. WHAT DOES IDS' CURRENT INTERCONNECTION AGREEMENT**
18 **PROVIDE WITH RESPECT TO EELS?**

19 A. IDS' current Interconnection Agreement, effective February 5, 2003
20 ("Current Agreement"), defines an EEL in Section 5.2.1 of Attachment 2 as:

21 EELs are a combination of unbundled loop as defined in Section 2
22 and transport as defined in Section 6.

23

24 Additionally, Section 5.2.3 of Attachment 2 of the Current Agreement

25 further states that:

1 EELs are intended to provide service connectivity from an end
2 user's location through that end user's SWC to IDS Telcom's
3 collocation space in a BellSouth central office. The circuit must be
4 connected to the IDS Telcom's switch for the purpose of
5 provisioning circuit telephone exchange service to the IDS Telcom's
6 end-user customers. IDS Telcom may connect EELs within the IDS
7 Telcom's collocation space to other transport terminating into IDS
8 Telcom's switch.

9
10 As previously referenced above, EELs are a combination of unbundled
11 loops, as defined and set forth in Section 2 of Attachment 2, together with
12 transport as defined and set forth in Section 6 of Attachment 2. Section 2 of
13 Attachment 2 provides the terms and conditions under which unbundled loops
14 are to be made available to IDS. Section 2.8.5 of Attachment 2, entitled
15 "Unbundled Loop Concentration", requires BellSouth to provide IDS with
16 concentrated loops when requested. Because loop concentration is within
17 Section 2 of Attachment 2, loop concentration is included in the definition of
18 "unbundled loop" as used in defining an EEL under Section 5.2.1 of Attachment
19 2.

20 Section 2.8.5.1 of Attachment 2 of the Current Agreement states:

21 BellSouth will provide to IDS Telcom Unbundled Loop
22 Concentration (ULC). Loop concentration systems in the central
23 office concentrate the signals transmitted over local loops onto a
24 digital loop carrier system. The concentration device is placed
25 inside a BellSouth central office. BellSouth will offer ULC with a
26 TR008 interface or a TR303 interface.

27
28 Furthermore, Section 2.8.5.2 of Attachment 2 of the Current Agreement
29 states, in pertinent part:

30 ULC will be offered in two system options. System A will allow up
31 to 96 BellSouth loops to be concentrated onto two or more DS1s.
32 The high-speed connection from the concentrator will be at the
33 electrical DS1 level and will connect to IDS Telcom at IDS Telcom's

1 collocation site. System B will allow up to 192 BellSouth loops to
2 be concentrated onto 4 or more DS1s. . . . ULC service is offered
3 with concentration (2 DS1s for 96 channels) or without
4 concentration (4 DS1s for 96 channels) and with or without
5 protection.
6

7 **With respect to the above paragraphs on unbundled loop concentration**
8 (ULC), the following should be noted. First, the Current Agreement purports to
9 provide only a concentration level of two-to-one (i.e., 96 channels onto 2 DS1s).
10 In discussions in late 2002 in Birmingham, Alabama, with Martha Romano of
11 BellSouth and various BellSouth subject matter experts, BellSouth admitted that
12 it concentrates virtually all, if not all, of its DS0 loops. Typical concentration
13 levels are between four and six to one; and the equipment is capable of providing
14 each concentration levels. Second, the Current Agreement also allows ULC with
15 no concentration (i.e., a ratio of one-to-one). ULC with no concentration (i.e., 24
16 DS0s onto a DS1) is essentially DS1 channelization (or DS1 multiplexing).

17 Section 5.4.1 of Attachment 2 of the Current Agreement states as follows:

18 Currently Combined EELs listed below in Sections 5.4.1.1 –
19 5.4.1.14 shall be billed at the nonrecurring switch-as-is-charge for
20 that combination as set forth in Exhibit B of this Attachment.
21 Currently Combined EELs not listed below shall be billed at the
22 sum of the nonrecurring and recurring charges for the individual
23 network elements that comprise the combination as set forth in
24 Exhibit B of this attachment.
25

26 Additionally, Section 5.4.1.1 of Attachment 2 of the Current Agreement
27 provides the following category of currently combined EELs, "DS1 Interoffice
28 Channel + DS1 Channelization + 2-wire VG Local Loop."

29 Furthermore, Section 5.4.2 of Attachment 2 of the Current Agreement
30 states as follows:

1 Ordinarily Combined EELs listed above shall be billed the sum of
2 the nonrecurring and recurring charges for that combination as set
3 forth in Exhibit B of this Attachment. Ordinarily combined EELs not
4 listed in Sections 5.4.1.1 – 5.4.1.14 shall be billed the sum of the
5 nonrecurring charges and recurring charges for the individual
6 network elements that comprise the combination as set forth in
7 Exhibit B of this Attachment.

8
9 Finally, Section 5.4.3 of Attachment 2 of the Current Agreement provides

10 as follows:

11 To the extent that IDS Telecom requests an EEL combination Not
12 Typically Combined in the BellSouth network, the rates, terms and
13 conditions shall be determined pursuant to the Bona Fide Request
14 Process.

15
16 Copies of the relevant provisions of the Current Agreement cited in this testimony
17 are attached as Exhibit No. _____ (JJ-1).

18 Based upon the above language in IDS' Current Agreement, it is clear that
19 concentration is a feature of local loops. Moreover, IDS should be allowed to
20 obtain DS0 EELs from BellSouth with concentrated loops. Additionally, in order
21 for IDS to have parity with BellSouth, concentration levels should be at least four-
22 to-one. However, as will be discussed, BellSouth has avoided and then outright
23 refused to provide IDS with Concentrated EELS.

24
25 **Q. WHAT DOES IDS' PRIOR INTERCONNECTION AGREEMENT**
26 **PROVIDE WITH RESPECT TO EELS?**

27 A. IDS' prior interconnection agreement was deemed effective January 27,
28 2001 and continued until the effective date of the Current Agreement (i.e.,
29 February 5, 2003) ("Prior Agreement"). Like the Current Agreement, the Prior
30 Agreement also contained provisions regarding loops and EELs. For example,

1 Section 2.5 of Attachment 2 contains almost identical provisions allowing IDS to
2 concentrate DS0 loops. Section 5.3.4 of Attachment 2 provides that BellSouth
3 will make available the same EEL comprising of a "DS1 Interoffice Channel +
4 DS1 Channelization + 2-wire VG Local Loop" as can be found in the Current
5 Agreement. Finally, in Section 5.4 of the Prior Agreement, the cost of "Other
6 Combinations Of Network Elements" will be at the "sum of the recurring rates for
7 the individual network elements plus a non recurring charge set forth in Exhibit D"
8 of Attachment 2. Copies of the relevant provisions of the Prior Agreement cited
9 in this testimony are attached as Exhibit No. _____ (JJ-2). Thus under the Prior
10 Agreement, IDS should have had the right to obtain DS0 EELs with concentration
11 from BellSouth. Although on or about September 4, 2002, the Prior Agreement
12 was amended to update language on EELs, nothing in that Amendment
13 materially affected IDS' right to obtain DS0 EELs with concentrated loops. A
14 copy of that Amendment is included as part of Exhibit No. _____ (JJ-3).

15

16 **Q. DID IDS REQUEST DSO EELS FROM BELLSOUTH WITH**
17 **CONCENTRATED LOOPS, AND IF SO, WHAT WAS BELLSOUTH'S**
18 **RESPONSE?**

19 A. On or about November 20, 2002, I sent an e-mail to Sharyn Gaston of
20 BellSouth requesting that IDS be allowed to order concentrated DS0s with DS1
21 interoffice transport (i.e., a DS0 EEL with concentrated loops comprising of "DS1
22 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop"). A true and
23 correct copy of that e-mail is attached to this testimony as Exhibit No. _____ (JJ-

1 4). On or about December 31, 2002, I received a response from Philip Cook of
2 BellSouth Interconnection Services. The response stated that IDS' request was
3 technically feasible, but that it would take nine (9) months to (12) months to
4 "develop" and would cost IDS \$160,000.00. A true and correct copy of Mr.
5 Cooks' response is attached hereto as Exhibit No. ____ (JJ-5). Mr. Cook's
6 response was outrageous since to my knowledge and understanding, all of
7 BellSouth's DS0 loops are already concentrated in the network prior to
8 connection with the class 5 local office switch. Concentration loops are already
9 combined in BellSouth's network via digital loop carriers ("DLC") and similar
10 devices. All that would be required from BellSouth would be to separate IDS'
11 loops onto a dedicated DLC or similar device and then connect it to DS1
12 interoffice dedicated transport to IDS' co-locations and/or interfaces at other
13 various BellSouth central offices. Given BellSouth's response, it was clear that
14 BellSouth was not willing to provide IDS non-discriminatory access to DS0 EELS
15 with concentrated DS0 loops.

16 Despite BellSouth's first response by Mr. Cook in December 2002, on or
17 about January 14, 2004 I made a second request to Ms. Gatson for DS0 EELs
18 with concentration. A true and correct copy of that e-mail request is attached to
19 this testimony as Exhibit No. ____ (JJ-6). On or about February 3, 2004, I
20 received a response from Abe Touche of BellSouth Interconnection Services,
21 which this time denied the request stating that BellSouth would not provide IDS
22 with the requested concentrated loop EEL combination. A true and correct copy

1 of Mr. Touche's February 3, 2004 response is attached to this testimony as
2 Exhibit No. _____ (JJ-7).

3

4 **Q. WHY IS IT IMPORTANT FOR IDS TO OBTAIN DS0 EELS WITH**
5 **CONCENTRATED LOOPS?**

6 A. It makes no economic sense to order any of the DS0 EELs which
7 BellSouth offers, if IDS cannot first concentrate the DS0 loops. First, the cost
8 would be prohibitive, as it would cost far more to service a DS0 customer with
9 any of BellSouth's currently listed EELs, than it would cost to serve the customer
10 using UNE-P at "Market-Based Rates." I have done the cost analysis and it is
11 clear that even at full capacity of the DS1 transport, (i.e., 24 DS0 loops for each
12 DS1 transport), it makes no economic sense to order DS0 EELs. Furthermore,
13 customers do not use the telephone 24 hours a day, and seven days a week,
14 thus using a DS0 EEL without concentration is simply a waste of interoffice
15 transport and other network connections, since IDS will have to use four to six
16 times more of these network resources than BellSouth uses, to service the same
17 number of customers.

18

19 **Q. IF YOU ARE WRONG ABOUT IDS' RIGHTS UNDER THE CURRENT**
20 **AGREEMENT AND PRIOR AGREEMENT, WILL YOUR CONCLUSIONS**
21 **CHANGE?**

22 A. No. This is because if the Current Agreement and/or Prior Agreement do
23 not allow IDS the right to obtain DS0 EELs with concentrated loops, then IDS is

1 still not obtaining non-discriminatory access to EELs at the same parity which
2 BellSouth provides such network elements to itself. This is because BellSouth
3 provides itself with concentrated loops for virtually all DS0 loops in its network.
4 Moreover, even if BellSouth allows IDS some concentration, if the allowable
5 concentration is not at the level which BellSouth provides itself on DS0 loops,
6 then BellSouth is still being discriminatory. Therefore denying IDS the ability to
7 obtain concentrated loops, makes BellSouth's actions discriminatory.

8

9 **Q. IN REGARD TO ISSUE 5(A), "DID BELL SOUTH CORRECTLY ASSESS**
10 **MARKET-BASED RATES FOR SERVICES PROVIDED TO IDS IN FLORIDA IN**
11 **THE APPLICABLE MSAS?"**

12 A. It is my understanding that BellSouth has billed IDS market-based rates
13 for DS0 UNE-P combinations that IDS sought to service using DS0 EELs with
14 concentrated DS0 loops. Section 4.24.2 of Attachment 2 the parties' Current
15 Agreement provides in part that: "**BellSouth shall not be required to unbundle**
16 **local circuit switching for IDS Telcom when IDS Telcom serves an end-user**
17 **with four (4) or more voice-grade (DS-0) equivalents or lines and**
18 **BellSouth has provided non-discriminatory cost based access to the**
19 **Enhanced Extended Link (EEL) . . ."** Moreover, there is a note in the section
20 entitled "Unbundled Port Loop Combinations – Market Rates" in the price list that
21 is a part of Attachment 2, which states as follows: "**Market Rates are applied**
22 **where BellSouth is not required by FCC and/or State Commission rule to**
23 **provide Unbundled Local Switching or Switch Ports."**

1 Taken together, the two provisions above make it clear that BellSouth can
2 only charge "Market-Based Rates" when it provides non-discriminatory access to
3 EELs. Since BellSouth does not provide concentration with DS0 EELs,
4 BellSouth does not provide non-discriminatory access to EELs, at least with
5 respect to DS0 EELs. Therefore, because BellSouth does not provide IDS with
6 non-discriminatory access to DS0 EELs, BellSouth cannot charge IDS "Market-
7 Based Rates" for DS0 UNE-P combinations. Accordingly, since BellSouth billed
8 IDS "Market-Based Rates" for DS0 UNE-P combinations, this billing was
9 erroneous, and thus BellSouth did not correctly assess "Market-Based Rates" for
10 services in Florida.

11

12 **Q. IN REGARD TO ISSUE 5(B), "DID BELLSOUTH CORRECTLY**
13 **CALCULATE AND BILL IDS THE APPROPRIATE AMOUNT?"**

14 **A.** I understand that BellSouth has billed IDS a total of \$2,458,493.37 for
15 "Market-Based Rates" on DS0 UNE-P Combinations, under both the Current
16 Agreement and Prior Agreement. I also understand that this amount represents
17 the difference in the TELRIC rate and the "Market-Based Rate," for the cost of
18 each DS0 where an end-user has four (4) or more lines. Based upon the above
19 testimony, all of this billing is erroneous and therefore BellSouth did not correctly
20 calculate and bill IDS the appropriate amount for "Market-Based Rates." As such
21 the erroneous billing of this amount should be credited back to IDS because IDS
22 has already paid BellSouth for the DS0 UNE-P Combinations at the TELRIC rate.

23

1 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

2 A. Yes.

Attachment 2

Network Elements and Other Services

purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

- 1.7.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.
- 1.7.3 If IDS Telcom 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 IDS Telcom in accordance with FCC No. 1 Tariff, Section 5.
- 1.7.4 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2 Unbundled Loops

2.1 General

- 2.1.1 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.
- 2.1.2 The provisioning of a Loop to IDS Telcom'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.
- 2.1.3 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 IDS Telcom can use the Special Construction process to request that BellSouth place facilities in order to meet IDS Telcom's loop requirements. Standard Loop intervals shall not apply to the Special Construction process.
- 2.1.4 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 15 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

- 2.8.4.6.2 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.
- 2.8.4.6.3 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.
- 2.8.4.6.4 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.
- 2.8.4.7 Requirements
- 2.8.4.7.1 Access in the SWC and RT will be via a Collocation cross-connect.
- 2.8.4.7.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.
- 2.8.4.7.3 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.
- 2.8.4.7.4 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

2.8.5 **Unbundled Loop Concentration (ULC)**

- 2.8.5.1 BellSouth will provide to IDS Telcom 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.
- 2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to IDS Telcom at IDS Telcom's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more 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 IDS Telcom'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.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

- 2.8.6.1 Where facilities permit, IDS Telcom may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

- 2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of IDS Telcom's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of IDS Telcom's sub-loops to be concentrated onto two or more additional 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 Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to IDS Telcom's demarcation point associated with IDS Telcom's collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.
- 2.8.6.3 IDS Telcom is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow IDS Telcom's sub-loops to be placed on the USLC and transported to IDS Telcom's collocation space at a DS1 level.
- 2.8.7 **Dark Fiber Loop**
- 2.8.7.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from an end user's premises connected via a cross connect to the demarcation point associated with IDS Telcom's collocation space in the end user's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for IDS Telcom to utilize Dark Fiber Loops.
- 2.8.7.2 **Requirements**
- 2.8.7.2.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.
- 2.8.7.2.2 IDS Telcom is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for IDS Telcom when IDS Telcom serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of 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.
- 4.2.3 In the event that IDS Telcom orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge IDS Telcom the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.
- 4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to IDS Telcom's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.6 Provided that IDS Telcom purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an IDS Telcom local end user, or originated by a BellSouth local end user and terminated to an IDS Telcom local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge IDS Telcom the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and IDS Telcom shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.7 Where IDS Telcom purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an IDS Telcom end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3

- 4.5.1 The packet switching capability network element is defined as the 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.
- 4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 4.5.2.1 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 feeder section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 4.5.2.2 There are no spare copper loops capable of supporting the xDSL services IDS Telcom seeks to offer;
- 4.5.2.3 BellSouth has not permitted IDS Telcom to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has IDS Telcom obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and
- 4.5.2.4 BellSouth has deployed packet switching capability for its own use.
- 4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

5 Unbundled Network Element Combinations

- 5.1 For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by IDS Telcom are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" network elements shall mean that the particular network elements requested by IDS Telcom are not already combined by BellSouth in the location requested by IDS Telcom but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" network elements shall mean that the particular network elements requested by IDS Telcom are not elements that BellSouth combines for its use in its network.

5.2 Enhanced Extended Links (EELs)

- 5.2.1 EELs are a combination of unbundled loop as defined in Section 2 and transport, as defined in Section 6. BellSouth shall provide IDS Telcom with EELs where they are available.

- 5.2.2 BellSouth will provide EELs in combinations set forth in Section 5.4.1 below.
- 5.2.3 EELs are intended to provide service connectivity from an end user's location through that end user's SWC to IDS Telcom's collocation space in a BellSouth central office. The circuit must be connected to the IDS Telcom's switch for the purpose of provisioning circuit telephone exchange service to the IDS Telcom's end-user customers. IDS Telcom may connect EELs within the IDS Telcom's collocation space to other transport terminating into IDS Telcom's switch. IDS Telcom may also connect the local loops listed in Section 5.3.1. to an appropriate Unbundled Local_Channel to form additional EELs which terminate in IDS Telcom's switch. Provided that the entire EEL circuit meets the criteria set forth in Section 5.3.1.3 below, the circuit may, upon IDS Telcom's request, terminate to a CLEC's Point of Presence ("POP"). IDS Telcom will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.1 et seq. below. Upon BellSouth's request, IDS Telcom shall indicate under what local usage option IDS Telcom seeks to qualify. IDS Telcom shall be deemed to providing a significant amount of local exchange service over the requested combination if one of the options listed in Section 5.3.1 et seq. is met. BellSouth shall have the right to audit IDS Telcom's EELs as specified in Section 5.3.1.1 through 5.3.1.3 below.

5.3. Conversions from Special Access Service to EELs

- 5.3.1. IDS Telcom may not convert existing special access services to combinations of loop and transport network elements, whether or not IDS Telcom self-provides its entrance facilities (or obtains entrance facilities from a third party), unless IDS Telcom 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 IDS Telcom requests to convert any special access services to combinations of loop and transport network elements at UNE prices, IDS Telcom shall provide to BellSouth a certification that IDS Telcom is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option IDS Telcom seeks to qualify for conversion of special access circuits. IDS Telcom shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

- 5.3.1.1 **Option 1:** IDS Telcom certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at IDS Telcom's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, IDS Telcom is the end user's only local service provider, and thus is providing more than a significant amount of local exchange service. IDS Telcom can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

is not providing a significant amount of local exchange traffic, the dispute will be resolved according to the dispute resolution process set forth in Section 10 of the General Terms and Conditions of this Agreement incorporated herein by this reference.

- 5.3.4 In the event IDS Telcom converts special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section, IDS Telcom shall be subject to the termination liability provisions in the applicable special access tariffs, if any.
- 5.4 Rates
 - 5.4.1 Currently Combined EELs listed below in Sections 5.4.1.1-5.4.1.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B of this Attachment. Currently Combined EELs not listed below shall be billed at the sum of the nonrecurring and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.
 - 5.4.1.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
 - 5.4.1.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
 - 5.4.1.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
 - 5.4.1.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
 - 5.4.1.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
 - 5.4.1.6 DS1 Interoffice Channel + DS1 Local Loop
 - 5.4.1.7 DS3 Interoffice Channel + DS3 Local Loop
 - 5.4.1.8 STS-1 Interoffice Channel + STS-1 Local Loop
 - 5.4.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
 - 5.4.1.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
 - 5.4.1.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
 - 5.4.1.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
 - 5.4.1.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

- 5.4.1.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.4.2 Ordinarily Combined EELs listed above shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B of this Attachment. Ordinarily combined EELs not listed in Sections 5.4.1.1.5.4.1.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.
- 5.4.3 To the extent that IDS Telecom requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.
- 5.5 UNE Port/Loop Combinations**
- 5.5.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.5.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are **ordinarily combined in BellSouth's network.**
- 5.5.3 Except as set forth in section 5.5.4 below, BellSouth shall provide UNE port/loop combinations described in Section 5.5.6 below that are Currently Combined or Ordinarily Combined in BellSouth's network at cost-based rates in Exhibit B. Except as set forth in Section 5.5.4 below, BellSouth shall provide UNE port/loop combinations not described in Section 5.5.6 below or Not Typically Combined **Combinations in accordance with the Bona Fide Request process.**
- 5.5.4 BellSouth is not required to 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.
- 5.5.5 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 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 IDS Telecom if IDS Telecom's customer has 4 or more DS0 equivalent lines.

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)			
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l						
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		21.50	8.42					11.90			
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		5.17	8.32					11.90			
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	618.82						11.90			
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	618.82						11.90			
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	66.46						11.90			
	Note 1 - Required Port for Centrex Control in 1AESS, 6ESS & EWSD															
	Note 2 - Requires interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
	UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - MARKET RATES															
	1. Market Rates are applied where BellSouth is not required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	2. Recurring Charges for all Standard Centrex and Centrex Control Features are Included in the Market Rate															
	3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may															
	UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		26.94										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		31.06										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		45.87										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		29.36										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		34.43										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		50.68										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.94										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	17.06										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	31.87										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	15.36										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	20.43										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	36.68										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	14.00	70.00	35.00	35.00	10.00			11.90			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	14.00	70.00	35.00	35.00	10.00			11.90			



Attachment 2

Network Elements and Other Services

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 CLEC does not wish to accept this responsibility, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.

2.4.3.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.4.3.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with IDS to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.4.4 Technical Requirements

2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to IDS' NID, consistent with the NID's function at the Effective Date of this Agreement.

2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. IDS may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When IDS deploys its own local loops with respect to multiple-line termination devices, IDS shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

2.5 **Unbundled Loop Concentration (ULC) System**

2.5.1 BellSouth will provide to IDS 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.

2.5.2 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 may connect to IDS at IDS' 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 or without concentration and with or without protection. A Line 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.

2.6 Sub-loop Elements

2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and Section 251(c) (3) of the Act, to the sub-loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

2.6.2 Sub-loop components include but are not limited to the following:

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Sub-Loop Feeder.

2.7 Unbundled Sub-Loop (distribution facilities)

2.7.1 Definition

2.7.1.1 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer'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. Following are the current sub-loop distribution offerings:

2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) 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.

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5. Unbundled Network Element Combinations

5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport Combinations.

5.2. 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 end user at a particular location.

5.3. EELs

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to IDS' POP serving wire center. The circuit must be connected to IDS' switch for the purpose of provisioning telephone exchange service to IDS' end-user customers. The EEL will be connected to IDS' facilities in IDS' collocation space at the POP SWC, or IDS may purchase BellSouth's access facilities between IDS' POP and IDS' collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to IDS in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to IDS those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to IDS in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in 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 regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to IDS only to the extent such network elements are Currently Combined.

5.3.4 EEL Combinations

5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

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- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.3.5 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 5.3.6 Special Access Service Conversions
 - 5.3.6.1 IDS may not convert special access services to combinations of loop and transport network elements, whether or not IDS self-provides its entrance facilities (or obtains entrance facilities from a third party), unless IDS 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 IDS requests to convert any special access services to combinations of loop and transport network elements at UNE prices, IDS shall provide to BellSouth a letter certifying that IDS is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option IDS seeks to qualify for conversion of special access circuits. IDS shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
 - 5.3.7.1.1 IDS certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at IDS' collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, IDS is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. IDS can then use the loop-transport combinations that serve the end user to carry any type of

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 IDS.

- 5.3.7.4 IDS may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 5.3.8 Rates
- 5.3.8.1 Georgia
- 5.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4 whether Currently Combined or new, are as set forth in Exhibit D of this Amendment.
- 5.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 5.3.8.4 To the extent that IDS seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, IDS, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.
- 5.3.8.5 All Other States
- 5.3.8.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.
- 5.3.8.6 Multiplexing
- 5.3.8.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.
- 5.4 **Other Network Element Combinations**

- 5.4.1.1 In the state of Georgia, BellSouth shall make available to IDS, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to IDS, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
- 5.4.2 Rates
- 5.4.2.1 Georgia
- 5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit D of this Attachment.
- 5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 5.4.2.1.3 To the extent that IDS seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, IDS, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.
- 5.4.2.2 All Other States
- 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.
- 5.5 **UNE/Special Access Combinations**
- 5.5.1 Additionally, BellSouth shall make available to IDS a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent IDS 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. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

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TO THE
AGREEMENT BETWEEN
IDS TELCOM, L.L.C.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 27, 2001**

Pursuant to this Amendment, (the "Amendment"), IDS Telcom, L.L.C ("IDS"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 27, 2001 ("Agreement").

WHEREAS, BellSouth and IDS entered into the Agreement on January 27, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to delete Sections 5.1 and 5.2, Attachment 2, in its entirety and replace it with new Sections 5.1, 5.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4 and 5.2.5, Attachment 2 incorporated herein below:
 - 5.1 For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by IDS are in fact already combined by BellSouth in the BellSouth network.
 - 5.2 Unbundled Network Element Combinations shall include:
 - 5.2.1 Density Zone 1 Enhanced Extended Links (EELs);
 - 5.2.2 Ordinarily Combined UNE Combinations;
 - 5.2.3 Special Access Service to UNE Conversions;
 - 5.2.4 Currently Combined Transport Element Combination Conversions; and
 - 5.2.5 UNE Loop/Port Combinations.
2. The Parties hereby agree to delete Sections 5.3.1, 5.3.2, 5.3.3 and 5.3.4 Attachment 2 in its entirety and replace it with new Sections 5.3.1, 5.3.2, 5.3.3 and 5.3.4, Attachment 2 incorporated herein below:
 - 5.3.1 EELs are a combination of unbundled loop and transport. BellSouth shall provide IDS with EELs where they are available.
 - 5.3.2 Density Zone 1 EELs, as they relate to the FCC's Unbundled Switching Option, are comprised of the configurations in Section 5.3.4 consisting of Local Loop and Interoffice Channel terminating in the requesting CLEC's collocation in the Point of Presence (POP) Serving Wire Center (SWC).
 - 5.3.3 Density Zone 1 EELs are intended to provide new service connectivity from an end user's location through that end user's SWC to IDS's collocation space in a BellSouth central office. The circuit must be connected to the IDS's switch for the purpose of provisioning circuit telephone exchange service to the IDS's end-user

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customers. These new EELs may be connected within the IDS's collocation to other transport terminating into IDS's switch.

5.3.4 Density Zone 1 EELs are:

3. The Parties agree to change section numbers 5.3.6 and 5.3.6.1, Attachment 2 to 5.3.7 and 5.3.7.1, Attachment 2.
4. The Parties hereby agree to add new Sections 5.3.6 and 5.3.6.1 incorporated herein below:

5.3.6 Density Zone 1 EELs as described in Section 5.3.4 shall be made available to IDS as new service in density zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in 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.

5.3.6.1 Density Zone 1 EELs as described in Section 5.3.4 are subject to the restrictions of Sections 5.3.7.1.1, 5.3.7.1.2, 5.3.7.1.3, 5.3.7.2 and 5.3.7.3.

5. The Parties agree to delete Section 5.3.8, 5.3.8.1, 5.3.8.2, 5.3.8.3, 5.3.8.4, 5.3.8.5, 5.3.8.5.1, 5.3.8.6 and 5.3.8.6.1, Attachment 2 in its entirety and replace it with a new Section 5.3.8, 5.3.8.1 and 5.3.8.1.1 incorporated herein below:

5.3.8 Rates

Density Zone 1 EEL rates as described in Section 5.3.4 shall be the sum of the recurring rates for that combination as set forth in Exhibit D of this Attachment.

5.3.8.1 Multiplexing

5.3.8.1.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

6. The Parties agree to delete Section 5.4, Attachment 2 in its entirety and replace it with a new Section 5.4 incorporated herein below:

5.4. Ordinarily Combined UNE Combinations

5.4.1 BellSouth shall provide Ordinarily Combined UNE Combinations to IDS as new service in Florida, where available, regardless of whether or not such network element combinations are Currently Combined. Ordinarily Combined UNE Combinations consist of a loop-transport combination, where the transport may consist of an Interoffice Channel, a Local Channel, or a Local Channel and an Interoffice Channel. These combinations may terminate to IDS's collocation; however collocation is not required. BellSouth does not connect Ordinarily Combined UNE Combinations to tariffed services.

5.4.2 Rates

5.4.2.1 The rates for Ordinarily Combined UNE Combinations, which replicate the architecture described in Section 5.3.4, shall be the sum of the recurring and non-recurring rates for that combination as set forth in Exhibit D of this Attachment.

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- 5.4.2.2 The rates for Ordinarily Combined UNE Combinations which do not replicate a combination described in Section 5.3.4, shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit D of this Attachment.
- 5.4.3 To the extent that IDS seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, IDS, at its option, may request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
- 5.4.4 Currently Combined Combinations to UNE Conversions
 - 5.4.4.1 In every state within which BellSouth operates, IDS's existing network transport element combinations may be converted to UNEs, if requested. These combinations may not be connected to tariffed services.
 - 5.4.4.2 Rates
 - 5.4.4.3 The rates for the Conversion of Currently Combined Combinations which replicate a configuration described in Section 5.3.4 shall be the sum of the recurring rates for that combination and a one-time conversion charge as set forth in Exhibit D of this Attachment.
 - 5.4.4.4 The rates for the Conversion of Currently Combined Combinations which do not replicate a configuration described in Section 5.3.4 shall be the sum of the recurring rates for the stand-alone network elements and a one-time conversion charge as set forth in Exhibit D of this Attachment.
 - 5.4.4.5 To the extent BellSouth has not developed methods and procedures to provide any specific combination of network elements requested by IDS, whether or not Currently Combined, such methods and procedures shall be established pursuant to the BFR/NBR process.
- 7. The Parties hereby agree to delete Section 5.6.2, 5.6.2.1, 5.6.2.2, 5.6.2.3 and 5.6.2.4 Attachment 2 and replace it with a new Section 5.6.2, 5.6.2.1, 5.6.2.2, 5.6.2.3 and 5.6.2.4 incorporated herein below:
 - 5.6.2 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
 - 5.6.2.1 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.
 - 5.6.2.2 Except as set forth in section 5.6.2.3 below, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit D.

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- 5.6.2.3 BellSouth is not required to 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.
- 5.6.2.4 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit D. If a market rate is not set forth in Exhibit D for a UNE port/loop combination, such rate shall be negotiated by the Parties.
- 8. The Parties agree to delete the Notes for Enhanced Extended Link (EELs) in Exhibit D, Attachment 2 in their entirety and replace with new Notes for Enhanced Extended Link (EELs) in Exhibit D, Attachment 2 incorporated herein by reference as Exhibit 1 to this Amendment.
- 9. This Amendment shall be deemed effective as September 4, 2002.
- 10. All of the other provisions of the Agreement, dated January 27, 2001, shall remain in full force and effect.
- 11. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

IDS Telcom, L.L.C.

By: (Signature on File) _____

By: (Signature on File) _____

Name: Elizabeth R. A. Shiroishi

Name: Michael Noshay

Title: Assistant Director,
Interconnection Services

Title: Manager/Pres

Date: 09/05/02

Date: 09/05/02

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

From: Gaston, Sharyn S [mailto:Sharyn.Gaston@BellSouth.com]
Sent: Wednesday, November 20, 2002 12:09 PM
To: 'Jermaine Johnson'
Cc: Gaston, Sharyn S
Subject: RE: Submittal for A Bona Fide Request

Jermaine,

I have sent this BFR in for processing. There is a 30-day interval that will be observed with the response results dependent on complexity of request.

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

From: Jermaine Johnson [mailto:JJohnson@idstelcom.com]
Sent: Wednesday, November 20, 2002 9:39 AM
To: Sharyn Gaston (E-mail)
Cc: Freddy Oquendo
Subject: Submittal for A Bona Fide Request

IDS is requesting to submit a BFR for the following service creation.

There is a CLEC package called " Bellsouth Unbundled Loop Concentration." According to the business rules of this product you must have the DS1 interfaces terminate in the CLEC's collocation and there is a 2:1 concentration ratio. The equipment is the GR303 device and when looking over the specifics of this device it is cable for a 4:1 ratio which is what we desire. Also due to the verbiage specified in the package "DS1's interfaces must terminate in collocation arrangement" we would like to request that our DS1 interface be an Interoffice channel that terminates in the CO that we are collocated in. To point out again this is all technically feasible. Please send documentation regarding format of the BFR.

Jermaine D. Johnson
Network Operations Manager
IDS Telcom
1525 NW 167th Street
Miami, Florida 33169
Office 305-612-4113
Cell 786-299-2413
Fax 305-612-4012
jjohnson@idstelcom.com

BellSouth Interconnection Services

675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Phillip E. Cook
(404) 927-4689
Fax: (404) 927-8577

December 31, 2002

Mr. Jermaine D. Johnson
IDS Telcom
1525 NW 167th Street
Miami, FL 33169

RE: Unbundled Loop Concentration (ULC) Ratio of 4:1 (FL02-P748-00)

Dear Mr. Johnson:

This is in response to your Bona Fide Request (BFR) of November 20, 2002, for BellSouth to develop a new product that provides ULC at a Ratio of 4:1 and that terminates the DS1 interfaces in a distant Central Office (CO) where IDS Telcom is collocated. Because IDS Telcom has requested that the DS1 interfaces terminate in a distant CO, this new product is not simply an expansion of BellSouth's Unbundled Interoffice/Loop Concentration at a Ratio of 4:1. BellSouth has reviewed the request and has determined it to be technically feasible; however, product development will be required.

BellSouth's preliminary analysis has estimated the development cost to be \$160,000.00 and said development will take from nine (9) to twelve (12) months to complete. Pursuant to the BFR and New Business Request (NBR) process, IDS Telcom must provide in writing its acceptance of the preliminary analysis before BellSouth develops a final quote.

BellSouth will provide the final quote within thirty (30) business days after receipt of the written acceptance of the preliminary analysis.

Thank you for choosing BellSouth Interconnection Services as your service provider. If there are questions, please feel free to call me.

Sincerely,

Phillip Cook
BellSouth Interconnection Services

cc: Sharyn Gaston

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

From: Jermaine Johnson
Sent: Wednesday, January 14, 2004 11:59 AM
To: Sharyn Gaston (E-mail)
Cc: Angel Leiro; Joe Millstone
Subject: This is our bona fide request. Please review

Thank you

Jermaine D. Johnson
Operations Manager
IDS Telcom
1525 NW 167th Street
Miami, Florida 33169
Office 305-612-4113
Cell 305-606-1983
Fax 305-612-4012
jjohnson@idstelcom.com

Sharyn Gatson
Bellsouth
Contract Negotiator

Sharyn Gatson,

Please let this letter represent IDS following Bona Fid request. We are asking that the full potential of an EEL be offered to IDS. Our understanding is that an EEL and their current use today by Bellsouth must be offered to CLECS in the same capacity. We acknowledge that an EEL consist of the loop, local channel, interoffice channel and channelization, but there is another part not mentioned and therefore not offered, concentration. Since concentration is a known practice and is used by Bellsouth currently for their customers, I request concentration be offered to IDS at no less a ratio of 4:1. Looking over this product it is technically feasible to do and from our agreement standpoint there is Bellsouth verbiage to base our request off of.

Upon request, BellSouth shall perform the functions necessary to combine UNEs in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to UNEs or to interconnect with BellSouth's network.

The above insert is from our Interconnection Agreement and as an example I give you two UNE products EELS, and Unbundled Loop Concentrators. If you combine these two you attain our desired effect. If due to the new Market Based Rates we are to fully optimize EEL's then concentration with EEL's must be included for ordering.

Jermaine Johnson
Operations Manager
IDS Telcom

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BellSouth Interconnection Services

675 West Peachtree Street
Room 34H71
Atlanta, Georgia 30375

Abe Tache
(404) 927-4981
Fax: (404) 927-4985

VIA ELECTRONIC MAIL

February 3, 2004

Mr. Jermaine D. Johnson
IDS Telcom
1525 NW 167 Street
Miami, FL 33169

RE: New Business Request (NBR) FL04-0363-01 for full potential of Enhanced Extended Links (EEL) by Concentration.

Dear Mr. Johnson:

This is in response to IDS Telcom's NBR dated January 15, 2004, requesting BellSouth to provide EELs at the same concentration levels BellSouth utilizes to serve its customers within its network.

BellSouth reviewed your request and has determined that in order to provide IDS Telcom the service it has requested, BellSouth would have to place Digital Loop Carrier (DLC) equipment in the Central Office (CO), connect loops on one side of the DLC, connect In/Out (I/O) transport to the other side of the DLC to create a concentrated EEL. Such an undertaking would be very costly and is not consistent with how BellSouth serves its own customers. Contrary to your statement, BellSouth does not transport loops via interoffice transport at a concentrated level for itself or its customers. As a result, BellSouth has chosen not to develop the requested service at this time.

Thank you for choosing BellSouth Interconnection Services as your service provider. If you have additional questions, please call me at 404-927-4981.

Sincerely,

Abe Taché
BellSouth Interconnection Services

cc: Sharyn S. Gaston

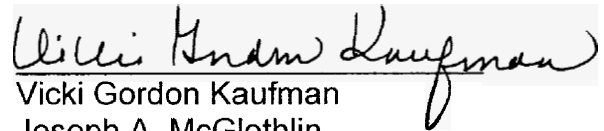
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Direct Testimony and Exhibits of Jermaine Johnson on behalf of IDS Telcom, LLC. has been provided by (*) hand delivery, and U.S. Mail, this 22nd day of July, 2004, to the following:

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

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



Vicki Gordon Kaufman
Joseph A. McGlothlin
McWhirter Reeves McGlothlin
Davidson Kaufman & Arnold, PA
117 South Gadsden Street
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Tel: (850) 222-2525
Fax: (850) 222-5606

Attorneys for IDS Telcom, LLC